



CITY COUNCIL AGENDA

NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, WILL MEET IN A REGULARLY SCHEDULED MEETING AT 5:30 P.M. ON TUESDAY, SEPTEMBER 1, 2020, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:

- 1. CALL TO ORDER:**
- 2. INVOCATION:**
- 3. MEET AND GREET WITH LOCAL ENFORCEMENT OFFICERS:** City Council to meet and greet with local Law Enforcement Officers. *(City Manager)*
- 4. BUDGET AMENDMENT # IX:** Consider amending Ordinance O-17-19 on second reading with respect to October 1, 2019. *(City Manager & Finance Director)*
- 5. 2020 GENERAL ELECTION:** City Council to consider passing an ordinance on second reading declaring the election cancelled and the unopposed candidate for the 2020 City of Lamesa General Election, to be held on November 3, 2020 elected to office. *(City Secretary)*
- 6. CONSIDER PASSING AN ORDINANCE CLOSING, ABANDONING AND VACATING AN ALLEY IN THE CITY OF LAMESA (REQUEST BY KENNETH WILEY)** City Council to consider passing an Ordinance on first reading to close, abandon and vacate that portion of the alley in Block 19 of the College Addition to the Town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8, in Block 19, of the College Addition. *(City Attorney)*
- 7. PUBLIC HEARING TAX ABATEMENT:** Public hearing on Tax Abatement in accordance with The Chapter 380/ Tax Abatement Guidelines for Vista Park Lamesa, LLC. *(City Manager)*
- 8. TAX ABATEMENT AGREEMENT BETWEEN CITY OF LAMESA, TEXAS, AND VISTA PARK LAMESA, LLC:** City Council to consider passing an ordinance on first reading entering into a Tax Abatement Agreement with Vista Park Lamesa, LLC. *(City Manager)*
- 9. REQUEST OF REPLAT:** City Council to consider approving an Ordinance on First reading approving a replat the following described property located in Lamesa, Texas:

All of Blocks 7, 8 and 9, of the Forrest Hills Addition to Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 3, Page 254, of the Deed Records, of Dawson County, Texas; and

- 10. FISCAL YEAR OCTOBER 2020-2021 BUDGET - ADOPTION:** Consider passing an ordinance on Second reading with record vote in accordance with State Law (Local Government Code, Chapter 102, Section 102.007) providing funds for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, by approving the budget for said period and appropriating and setting aside the necessary funds out of the General Fund, Water Fund, Solid Waste Fund, Wastewater/ Collection Fund and Golf Fund for the maintenance and operation of the various departments and for various activities and improvements to the City. (City Manager)

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$ -2,153, WHICH IS A -0.09% PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

- 11. RATIFY THE PROPERTY TAX DECREASE REFLECTED IN THE FISCAL YEAR 2020-2021 BUDGET:** Consider ratifying the property tax decrease reflected in the Fiscal Year 2020-2021 budget that raises less property taxes than the Fiscal Year 2019-2020 budget. (City Manager)

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$ -2,153, WHICH IS A -0.09% PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

- 12. PUBLIC HEARING - AD VALOREM TAX RATE – FY 2020/2021:** Public Hearing on a proposed property tax rate of \$.823236 for 2020. (City Manager)

THIS YEAR'S LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY

- 13. AD VALOREM TAX RATE – 2020 (DEBT SERVICE TAX RATE):** Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of \$0.0000 per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2020 and ending September 30, 2021. (City Manager)

14.AD VALOREM TAX RATE – 2020 (MAINTENANCE AND OPERATION TAX RATE): Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of **\$0.823236** for fiscal Year beginning October 1, 2020, and ending September 30, 2021. *(City Manager)*

15.AD VALOREM TAX RATE – 2020: Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on first reading an ordinance establishing the ad valorem tax rate of **\$0.823236** per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions. *(City Manager)*

THIS YEAR'S LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,153, WHICH IS A - 0.09 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

16.RESOLUTION APPROVING THE EXECUTION OF A FIRE SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS FOR THE FIRE PROTECTION SERVICES TO RESIDENTS OF THE UNINCORPORATED AREAS OF DAWSON COUNTY: City Council to approve the execution of a Fire Service Agreement with Dawson County, Texas, for the Fire Protection Services to residents of the unincorporated areas of Dawson County for a period specified and authorizing the Mayor of the City of Lamesa to execute such Fire Service Agreement on behalf of the city. *(City Manager)*

17.RESOLUTION APPROVING THE EXECUTION OF A SOLID WASTE LANDFILL ACCESS AGREEMENT WITH DAWSON COUNTY: City Council to approve the execution of a Solid Waste Landfill Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such solid waste landfill access agreement on behalf of the city. *(City Manager)*

18.RESOLUTION APPROVING THE EXECUTION OF A COMMUNICATIONS AND JAIL SERVICE AGREEMENT WITH DAWSON COUNTY: City Council to approve the execution of a Communications and Jail Service Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such communications and jail service agreement on behalf of the city. *(City Manager)*

19.CITY MANAGER REPORT: City Manager to report on current activities and answer questions from the City Council.

20.MAYORS REPORT: Mayor to report on future plans and goals.

21.ADJOURNMENT: *The next regularly scheduled meetings of the City Council of the City of Lamesa will be September 8, 2020 at 5:30 P.M.*

Upcoming Meetings

- **September 1, 2020 (Tuesday) Regular Council Meeting – Ratify Tax Rate Reflected in the Budget, 1st Reading of Ordinances for Tax Rate with **Record Vote** (I&S, M&O and Total)**
- **September 8, 2020 (Tuesday) Regular Council Meeting – 2nd Reading of Ordinance for Tax Rate with **Record Vote** (I&S, M&O and Total)**
- **September 15, 2020 (Tuesday) Regular Council Meeting to be canceled**




Open Meetings Information



CLOSED MEETINGS

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).


PUBLIC PARTICIPATION


 The meeting will be held pursuant to the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items listed above. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should notify the City Secretary before the meeting. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary by the end of business hours on the Wednesday before the next meeting in order to be considered for inclusion on that agenda.


MEETING ACCESSIBILITY

Upon request, auxiliary aids and services will be provided to an individual with a disability in order to allow them to effectively participate in the city council meeting. Those requesting auxiliary aids or services should notify the contact person listed below at least twenty-four hours prior to the meeting by mail, telephone or RELAY Texas (1-800-735-2989)

Contact: Betty Conde at 806-872-4322

 601 South First Street, Lamesa, Texas 79331

 **Telephone - (806) 872-4322**

 **Fax - (806) 872-4338**

CERTIFICATION OF NOTICE



I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at **4:45 p.m., August 28, 2020** in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEMS: 1 & 2

CALL TO ORDER: *Announcement by the Mayor.* "This meeting is being held in accordance with the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items as posted. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should complete a request at this time. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary in order to be considered for inclusion on the agenda of the next meeting. A quorum being present as evidenced by the presence of ___ members of the City Council, this meeting is hereby called to order."

The following members are present:

JOSH STEVENS	Mayor
BRANT STEWART	/Council Member – District 1
MARIE A. BRISENO	Council Member – District 2
LUCIANO REYES	Council Member – District 3
DORE EVAN RODRIGUEZ	Council Member – District 4
BOBBY G. GONZALES	Council Member – District 5
DOUGLAS MORRIS	Council Member – District 6/Mayor Pro-tem

City Staff members present at the meeting:

SEAN OVEREYNDER	City Manager
BETTY CONDE	City Secretary
RUSSELL CASSELBERRY	Attorney

Members of the press present at the meeting:

Members of the public present at the meeting:

INVOCATION:

AND PLEDGE OF ALLEGIANCE.



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 3

SUBJECT: MEET AND GREET LOCAL LAW ENFORCEMENT OFFICERS
PROCEEDING:
SUBMITTED BY: City Staff
EXHIBITS:

SUMMARY STATEMENT

City Council to meet and greet with local Law Enforcement Officers. *(City Manager*

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 4

SUBJECT: BUDGET AMENDMENT IX
EXHIBITS: Ordinance Second Reading
PROCEEDING: Action
SUBMITTED BY: City Staff

SUMMARY STATEMENT

Consider amending Ordinance O-17-19 on second reading with respect to October 1, 2019.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider amending Ordinance No.O-17-19 on second reading with respect to October 1, 2019. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. O-

**AN ORDINANCE OF THE CITY OF LAMESA, TEXAS, AMENDING
ORDINANCE NO. 0-17-19 TO APPROPRIATE FUNDS IN THE CITY
OF LAMESA BUDGET FOR FISCAL YEAR 2019-2020.**

On the 20th day of August, 2020, there came on and was held at the City Hall of the City of Lamesa, Texas, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551). There being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council desires to amend Ordinance No. 0-17-19 to make certain revisions to the 2019-2020 Budget of the City of Lamesa to authorize and appropriate funds as listed below; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:

SECTION 1. That the City of Lamesa 2019-2020 Budget contained in Ordinance No. 0-17-19 be, and same is hereby, amended to change the amount appropriated by the following:

	<u>Revenues</u>	<u>Expenditures</u>
Utility Fund (2)	\$ 10,486.78	\$ 10486.78

SECTION 2. Effective date: That this Ordinance shall become effective as of this September 4th, 2020.

SECTION 3. The City Secretary is hereby authorized and directed to cause publication of this Ordinance as provided by law.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on August 20th, 2020 by a majority vote with amendment; and on August 25th, 2020, there was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act (Government Code, Chapter 551); there being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second Reading by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST

Betty Conde
City Secretary

APPROVED:

Josh Stevens Mayor

CITY OF LAMESA BUDGET AMENDMENT 9 FOR 2019/2020

UTILITY FUND (2)

This budget amendment reflects TML Insurance Recovery (Water Dept-Overhead Door). This budget amendment totals\$

Increase Revenues (02- 41212) Misc. Revenue	\$10486.78
Increase Expenditures (02-5112-401) Buildings & Structures	\$10486.78

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 5

SUBJECT: 2020 GENERAL ELECTION
PROCEEDING: Ordinance Second reading
SUBMITTED BY: City Secretary
EXHIBITS: Certification and Ordinance
AUTHORITY: State Law; Texas Election Code; Section 2.052

SUMMARY STATEMENT

City Council to consider passing an ordinance on second reading declaring the election cancelled and the unopposed candidate for the 2020 City of Lamesa General Election, to be held on November 3, 2020 elected to office.

COUNCIL ACTION

Discussion:

Motion by Council Member _____ to pass an ordinance on second reading declaring the election cancelled and the unopposed candidate for the 2020 City of Lamesa General Election, to be held on November 3, 2020. **Council Member District 2, Fred Vera**, elected to office. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO.

AN ORDINANCE DECLARING AN UNOPPOSED CANDIDATES IN THE NOVEMBER 3, 2020 GENERAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION IN DISTRICT TWO (2); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, general city election was called for November 3, 2020, for the purpose of electing members to the city council; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot, that no person has made a declaration of write-in candidacy, and that the candidate on the ballot is unopposed for election to office; and

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the city council to declare the candidates elected to office and canceling the election in District two (2).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS;

Section 1. The following candidate, who is unopposed in the November 3 2020 general city election, is declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

**City Council Member
District 2:**

Fred Vera

Section 2. The November 3, 2020 District 2 Council Member election is canceled, the city secretary is directed to cause a copy of this ordinance to be posted on election day at each polling place that would have been used in the election.

Section 3. It is declared to be the intent of the city council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the city council would have enacted them without the invalid portion.

Section 4. This ordinance shall take effect upon its final passage, and it is so ordained.

Upon being put to a vote the foregoing ordinance was Passed on First Reading on the 25th day of August, 2020 by a majority vote; and then on the 1st day of September, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas held pursuant to the provisions of the Texas Open Meetings Act; there being a quorum present and acting throughout the meeting the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second and Final Reading and Adopted this 11th day of September, 2020 by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas and recorded in the ordinance book thereafter.

ATTEST:

BETTY CONDE,
City Secretary

APPROVED:

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 6

SUBJECT: CONSIDER PASSING AN ORDINANCE CLOSING
ABANDONING AND VACATING A CERTAIN ALLEY IN THE
CITY OF LAMESA

PROCEEDING: Ordinance; First reading

SUBMITTED BY: Kenneth and Robin Wiley

EXHIBITS: Ordinance

AUTHORITY: State Law; Transportation Code, Section 311.007;
City Charter; Article III, Section 11.

SUMMARY STATEMENT

City Council to consider passing an Ordinance on first reading to close, abandon and vacate that portion of the alley in Block 19 of the College Addition to the town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8, in Block 19, of the College Addition.
(City Attorney)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to consider passing an Ordinance on first reading to close, abandon and vacate that portion of the alley in Block 19 of the College Addition to the town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8, in Block 19, of the College Addition. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, CLOSING, ABANDONING AND VACATING THAT PORTION OF THE ALLEY IN BLOCK 19 OF THE COLLEGE ADDITION TO THE TOWN OF LAMESA, DAWSON COUNTY, TEXAS, WHICH LIES EAST OF THE WEST 15 FEET OF LOTS 5 AND 8, IN BLOCK 19, OF THE COLLEGE ADDITION TO THE TOWN OF LAMESA, DAWSON COUNTY, TEXAS.

On the _____ day of _____, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551) and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

There came on for consideration the Petition of Kenneth D. Wiley and wife, Robin Wiley, to close, abandon and vacate that portion of the alley located in Block 19 of the College Addition to the Town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8 in said Block 19.

The City Council finds that Petitioners, Kenneth D. Wiley and wife, Robin Wiley, are the owners of all of the property lying adjacent to and abutting said alley lying East of the West 15 feet of Lots 5 and 8, Block 19 of said College Addition which Petitioners request be closed, vacated and abandoned; that there is no public necessity for the existence of such alley; that closing, abandoning and vacating such alley will in no way impede fair and adequate access and use of the property owned by the Petitioners or any other property which adjoins the alley lying within Block 19, of the College Addition to the Town of Lamesa, Dawson County, Texas; that closing, abandoning and vacating such portion of the alley located in Block 19 of said College Addition to the Town of Lamesa, Dawson County, Texas, will not inconvenience the public and will serve the public good by reason of the fact that the City will not be put to the expense of maintaining such alley.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:

Section 1: That the portion of the alley located in Block 19 of the College Addition to the Town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8 in said Block 19, be, and same is hereby, closed, abandoned and permanently vacated as a public right-of-way and alley.

Section 2: That the title to the portion of said alley and right-of-way hereby closed, vacated and abandoned shall revert to the adjacent owners as provided by law, save and except that all easements now held by the City of Lamesa are reserved for any and all existing and future utilities.

Section 3: Be it further ordained by the City Council of the City of Lamesa, Texas, that a certified copy of this Ordinance shall be filed in the Official Public Records of Dawson County, Texas.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the _____ day of _____, 2020, by a majority vote; and then on the _____ day of _____, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act (Texas Government Code, Chapter 551) there being a quorum present and acting throughout the meeting, the foregoing ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, and upon being put to a vote, the foregoing ordinance was Passed on Second and Final Reading and Adopted this _____ day of _____, 2020, by a majority vote and ordered to be spread upon the minutes of the City Council of the City of Lamesa, Texas, and recorded in the ordinance book thereafter.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

PETITION TO CLOSE ALLEY

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LAMESA:

COMES NOW Kenneth D. Wiley and wife, Robin Wiley, each of whom is an individual residing within the City of Lamesa, Dawson County, Texas, and pursuant to Section 311.007 of the Texas Transportation Code and the applicable laws pertaining to Texas home rule municipalities, respectfully file this petition to close, abandon and vacate a portion of the alley lying within Block Nineteen (19) of the College Addition to the Town of Lamesa, Dawson County, Texas, same being situated within the corporate limits of the City of Lamesa, and as grounds therefore, would respectfully show as follows:

1. Petitioners, Kenneth D. Wiley and wife, Robin Wiley, are the owners of all of the following described real property, to-wit:

All of Lots 1, 2, 3, 4, 8, 9, 10, 11, 12 and the East 35 feet of Lot 5, Block 19, of the College Addition to the Town of Lamesa, Dawson County, Texas; SAVE AND EXCEPT the West 15 feet of said Lot 5.

2. Petitioners are the owners of all of the property which abuts the alley located in Block 19 of the College Addition to the Town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8 in said Block 19.

3. Petitioners request that all of that portion of the alley located in Block 19 of the College Addition to the Town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8 in said Block 19, be closed, abandoned and vacated.



4. Petitioners would show that the portion of the alley lying within Block 19 of the College Addition to the Town of Lamesa, Dawson County, Texas, which Petitioners wish to close, although once having been opened for public use, is not now, and has not been for many years, used or maintained as a public alley or roadway. The abandoning and closing of such

portion of the alley lying adjacent to Petitioners' property will in no way impede fair and adequate access and use of the property owned by the Petitioners or any other property adjoining the alley lying within Block 19 of the College Addition. Said alley is not now being used or required by the City of Lamesa for trash collection or for any other purpose.

5. No public or private interest will be served by maintaining the portion of the alley which Petitioners request be closed, vacated and abandoned.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that an ordinance be enacted by the City Council of the City of Lamesa closing, vacating and abandoning that portion of the alley located in Block 19 of the College Addition to the Town of Lamesa, Dawson County, Texas, which lies East of the West 15 feet of Lots 5 and 8 in said Block 19.

Respectfully submitted,


Kenneth D. Wiley

Robin Wiley

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 7

SUBJECT: PUBLIC HEARING TAX ABATEMENT
PROCEEDING: Ordinance
SUBMITTED BY: City Attorney
EXHIBITS: Resolution
AUTHORITY: Chapter 312 of Texas Tax Code

SUMMARY STATEMENT

Public hearing on Tax Abatement in accordance with The Chapter 380/ Tax Abatement Guidelines for Vista Park Lamesa, LLC. *(City Manager)*

The following persons spoke:

_____	_____
_____	_____
_____	_____

Following the public comments the Mayor will close the public hearing.

August 27, 2020

**RE: *Application for Tax Abatement Agreement in the City of Lamesa,
Dawson County, Texas***

Dear Sir or Madam,

On behalf of my client ***Vista Park Lamesa, LLC***, (“Vista Park”) it is our pleasure to submit this application for tax abatement consideration for the Vista Park residential and commercial development for the 28-acre property along the northwestern edge of the City of Lamesa (the “City”) in the Forrest Hills Addition (the “Project”) north of highway 180/N 4th Street.

This letter application is presented in accordance with the *Lamesa Economic Development Policy & Tax Abatement Guidelines* approved by the City Council in October 2019.

BACKGROUND

The Vista Park development is not being sought by some unknown, out-of-state, multi-million-dollar corporation. This Project has been a long-term goal of Vista Park Partner Ron Smith. As the nephew of Betty Ann Taylor, longtime resident and business owner in Lamesa, Mr. Smith grew up regularly visiting Lamesa.

Through these visits, Mr. Smith developed a keen sense of the economic opportunity and potential growth of the City, but he also recognized the widespread need for housing, specifically rental housing in the area. It is one of the most critical needs of this community. The City is in a housing crisis, with a growing number of working families forced to live in surrounding communities like Midland or Lubbock and commute to the City to work. Mr. Smith is proposing Vista Park as a possible solution.

In order for the City and Dawson County to thrive, this housing issue needs to be remedied. Mr. Smith and the other partners of Vista Park believe that this Project will provide much needed, high-quality housing for Lamesa residents and help meet this need.

EXPLANATION OF THE PROPOSED PROJECT

The project is designed to proceed in three phases to fully develop the vacant northwestern edge of the City in a way that will also provide economic stimulus to the City.

In order for the City and Dawson County to thrive, this housing issue needs to be remedied. Mr. Smith and the other partners of Vista Park believe that this Project will provide much needed, high-quality housing for Lamesa residents and help meet this need.

EXPLANATION OF THE PROPOSED PROJECT

The project is designed to proceed in three phases fully develop the vacant northwestern edge of the City in a way that will also provide economic stimulus to the City.

Project Summary

Phase I – Vista Park Living:

This phase will develop 12 acres located at 1202 N Avenue R with a modern, high-quality apartment complex of large-scale, multi-story modular construction. The initial nine, three-story, buildings will reflect the latest in modern architectural design, with a strong focus on energy efficiency and enhanced security. When completed, over 324 apartment units will be available.

In addition to the residential structures, the Vista Park Living apartment complex will also provide a 3,500 square foot, single-story leasing office, with a fitness center and maintenance building on-site. As a relaxing oasis to the residents, Vista Park Living will also feature a large swimming pool with shaded areas, a sports court and playscape, a large greenspace, and two fenced dog parks.

Phase II – Vista Park Multi-Family:

This phase will develop 10 acres directly to the south of the Vista Park Living apartments as a multi-family housing neighborhood with approximately 80-110 front doors constructed as duplexes, triplexes, and quadruplexes. This neighborhood will feature modern architecture and design, with a focus on the latest technology for energy efficiency. All residential developments will feature drought resistant landscaping, open spaces, and walking trails. All public areas and parking will feature solar-powered safe lighting. Phase II residents will have access to the Phase I Community Amenities as well.

Phase III – Vista Park Commercial:

The final phase of this Project will develop the remaining six acres as street-front commercial. City needs and community demands will likely determine the type and design of commercial construction.

Because this area of the City is wholly undeveloped and vacant, there are several road improvements that Vista Park will be required to build according to the phases of development. As is typical, Vista Park will likely be responsible for bringing utilities to the property as well.

Vista Park has already begun the platting process with the City for Phase I of the development, and it will fully comply with any necessary local, state, and federal laws and regulations for completion of the improvements. There are no known negative environmental issues for the Property.

Phase I Project Specifics

Phase I of the Project anticipates attracting a wide-range of residents including families and professionals. The units will include high-quality features and amenities. Project renderings for Phase I are attached hereto as **Exhibit A**. The Preliminary Plat for Phase I & II of Vista Park is attached hereto as **Exhibit B**.

Phase I of this Project represents the largest modular construction project in Texas history. Provided that negotiations with the City for economic development incentives and tax abatements progress quickly, construction on Phase I could begin in Fall 2020.

- **Number of Units:** 324 Units
- **Unit Mix:**
 - 189 one-bedroom units - 58%
 - 135 two-bedroom units - 42%
- **Rental Square Footage:** 291,600
- **Average Square Foot per Unit:** 850
- **Land Area:** 12 acres
- **Density:** 27 Units per Acre
- **Vehicle Parking:** Approximately 495 vehicle parking spaces
- **Site Access:** Six (6) ingress and egress locations
- **Value of Land:** Because the land is currently valued as unimproved, the appraised value of the property is approximately \$46,000 with annual taxes of \$1,500.00. Vista Park expects this valuation will increase substantially with development.

IMPACT DATA

Summary of Community Benefits

There is a documented need for increased housing availability in the City to accommodate the current and future growth of the City due to the increase in renewable energy sectors and other industrial and logistic businesses in surrounding areas. Recruitment, employment, and economic growth has been stymied by the lack of good housing options in the City. Vista Park seeks to provide modern residential housing for the current and future residence of Lamesa to meet this need.

Vista Park will allow the employees of the State Prison, the school district, and other key foundations of the City's economic base, who currently must commute daily, to finally be able to live **and** work in the City, spending more time and money in the local community rather than in another area of West Texas.

Phase I of the Vista Park Project alone will add 324 units of much needed, high quality apartments. For those residents who want and can afford higher-end housing, their moving will free up more affordable space for other City residents. This also will encourage landlords to clean up and upgrade their properties in order to re-lease them to new lessees.

When feasible, Vista Park will procure available materials, labor, and equipment from local suppliers **first**. Vista Park is committed to supporting Lamesa and Dawson County businesses whenever possible.

When fully completed, the Project will benefit the City in the following ways:

- Substantially increased annual real estate taxes generated by this property.
- Additional new commercial space along major City thoroughfares.
- Provide additional employment opportunities to the area.
- Offer new, unique housing alternatives to the residents of the City.
- This neighborhood will feature modern architecture and design, with a focus on the latest technology for energy efficiency and environmental consciousness featuring drought resistant landscaping, open spaces, walking trails, greenspaces, and solar-powered safe lighting.
- Include high-end and desirable lifestyle and community amenities.

The Project will also invigorate the City, proving additional housing diversity in the Forrest Hills Addition neighborhood, creating both construction and long-term employment opportunities, and beautifying the streetscape and vacate areas of the City.

Economic Impact

There are three distinct economic impacts to be seen from the construction of rental apartments:

- Revenues generated by the initial construction activity;
- Economic benefits from the ripple effect, where income earned from the construction activity is spent on local businesses and services thereby being recycled back into the local economy; and
- The residual ongoing economic impact the results from occupants of the new construction paying taxes and spending on locally produced goods and services

In an effort to provide better economic data for the Lamesa area and as recommended by the Executive Director of Lamesa Economic Development, Vista Park commissioned an independent report and analysis, *A Report of the Economic Impact Over Ten Years of Vista Park in Lamesa, Texas*. This report is attached hereto as Exhibit C. This report includes a wealth of Economic Impact information for the City of Lamesa to consider in granting an abatement for this Project.

The study found that in the first ten (10) years of Vista Park's completion and use in the City, the local governments would realize over \$27 million in taxable sales and purchases by Vista Park and its new residents. Additionally, the study found that, after accounting for the abatement, local taxing units would still realize an additional \$19,920,176 in revenues over the first ten years of Vista Park. The report concluded that, after the cost of additional services, the ten-year net benefit to the local taxing units would be \$7,302,147.

More importantly, the current taxable value of the property, without the Vista Park development is only \$52,010. With the improvements proposed by Vista Park and even if the full abatement is applied to the property, the taxable value of the apartments will still be \$30,861,750.

Employment Impact

Vista Park's greatest contribution to employment is not from its own employees, but from its ability to support and sustain employment for all other Lamesa businesses. The tax base for this region cannot grow if we have nowhere for employees to live **and** work. The City does not reap the full benefit of new employment positions if the City does not have adequate housing for these new positions in the City itself. It is one of the most critical needs of this community and will strengthen the City's marketability for employers.

With the \$40,000,000 total Project investment, Vista Park hopes to eliminate the housing crisis and enable the City and Dawson County to grow. Area employers cannot hire employees, because of the lack of housing in the area. Of those employees that are hired, many live

elsewhere and commute to work. This derives Lamesa of much-needed revenue.

According to calculations done by Impact Data Source, the City of Lamesa would make ~~\$2,130~~ per direct employee that moves their family to Lamesa to live in the Vista Park development. For every four (4) direct employees, there is one additional indirect employee. Based on our research, there are potentially five hundred (500) employees needed in the City. Vista Park, with 324 units, could feasibly allow two hundred (200) current or new direct employees to move their families to the City, and this would also result in creating fifty (50) indirect employees. Without housing for this two-hundred fifty (250) families, Lamesa is losing \$532,475 per year, according to Impact Data Source. These employment impact calculations are attached hereto as **Exhibit D**.

Based on initial estimates, ninety-one (91) new, temporary, and/or part-time jobs will be created in the City with the completion of this Project. These jobs are likely to be construction related. It is likely that no temporary and/or part-time jobs will be retained in the City. The estimated number of permanent, full-time new jobs created and retained in the City is nine (9).

New jobs will be in property management, leasing, and maintenance, and Capstone Management Company will hire and train these employees. Vista Park estimates 50% of the new employees will come from the City and 50% from outside the City. The average pay scale for the new jobs created will be \$35,000. The total projected annual payroll of the newly created jobs will be \$315,000.

Vista Park will interview locally for management and maintenance personnel, and it will utilize local service providers for any necessary services in the ongoing operations of Vista Park.

REQUEST FOR ABATEMENT ASSISTANCE

Tax abatements for this Project from the City of Lamesa will make this Project a successful reality for everyone.

Summary of Abatement Agreement Request

The City Council of the City of Lamesa previously voted to unanimously approve the *Lamesa Economic Development Policy & Tax Abatement Guidelines* on November 19, 2019. These guidelines are available on the Lamesa Economic Development website under "Strategic Advantages," the section listing various incentives offered to prospective businesses looking to invest in Lamesa.

Vista Park is making this request pursuant to Section 5.01, "Guidelines for Length and Level of Abatement," of these guidelines, which calls for a tiered tax abatement system based on

the amount of overall investment made in the proposed development. Table 1 in Section 5.02 suggests that a project over \$7,000,000 should receive 100% tax abatement for five (5) years.

With an estimated total capital Project cost of \$40,000,000, over 570% over the investment threshold necessary for consideration of a higher abatement, the Vista Park development project qualifies for the 100% abatement tier. As such, Vista Park is requesting a 100% tax abatement for a period of five (5) years.

A copy of these Sections is attached hereto for reference as Exhibit E.

I have taken the time to draft an Abatement Agreement with these terms for the City's consideration. It is attached hereto as Exhibit F.

Need for Assistance

Vista Park is trying to find a way forward with this Project, but one thing is certain, it will need the City's help to make it happen. Since beginning this Project, Vista Park has faced two major economic crises that threaten the success and overall viability of the Project:

1. Downturn in the Oil and Gas Industry. While the boom-and-bust cycle is as old as the oil industry itself, the current price crash has been devastating for the industry. Never before has so much U.S. output been in such peril—and never has demand for that supply been so uncertain. Oil prices were around \$60 per barrel when we started planning Vista Park; now, prices are around \$40 per barrel.

The drastic price-drop of oil well-below breakeven costs resulted in decreased rig counts, employee layoffs, and furloughs. In this region, the rig count was around 500 rigs a year ago; now it hovers around 130 rigs. Permian Basin unemployment was around 2% last year; now it is around 10%. Average rent in Midland was around \$1,800 a month last year, but this has dropped sharply to about \$1,200.

While we all hope this oil bust is relatively short-lived, the drop in demand has led to increased supply levels that realistically may take several years to absorb.

2. COVID-19 Pandemic. The economic downturn due to the COVID-19 pandemic has only exacerbated economic issues. Many of Vista Park's financial advisors are recommending that this Project be put on hold until the future economic recovery becomes more certain. Additionally, multifamily lenders are hesitant to lend, particularly in high risk areas. They are scrutinizing every aspect of the projects financials and requiring significantly higher reserves.

Vista Park needs to show lenders that this Project makes sense for the City and the community, and it needs the Project to be financially viable. Since property taxes in Texas are some of the highest in the nation, they make a significant impact on a projects financial statement. With a tax abatement that is large enough and long enough, lenders will allow it to

be included in projected revenues and allow it to be monetized to reduce overall cash needed for financing.

From a lender's perspective, this property is appealing for development for several reasons: (1) the land was purchased at a good value, (2) there is some valuable infrastructure already in place, (3) it is in an Opportunity Zone, and (4) there is the possibility of both City and County tax abatements. Vista Park will need the tax abatements for this Project to make it a reality; it is a crucial piece to this investment.

CONCLUSION

From the beginning, Vista Park has hoped to partner with the City of Lamesa and transform this underdeveloped and underutilized area to provide a substantial economic boost to the local community and meet a documented need for high-quality residential and commercial development. Through the completion of this Project, families in Lamesa can live where they work. This will lead to increased tax dollars for schools and our community. Ultimately, this helps everyone enjoy a higher quality of life in Lamesa, Texas.

I look forward to working with you and the City to reach an agreement on tax abatement, so construction on the Vista Park – Phase I residential project may finally begin. Tentative plans are to start construction of the project this fall. Phase I will have a completion date of 10 months after commencement. If the entire Project is able to commence this year, the completion date will be completed approximately 24 months after commencement.

Thank you for your time and consideration of this matter. If you have any questions or comments, I welcome your call at (806) 771-1850.

Respectfully,

BRADY & HAMILTON, LLP



Laura A. W. Pratt

laura@bhlawgroup.com

Enclosures:

- Ex. A – Project Renderings for Phase I of the Project
- Ex. B – Preliminary Plat Phase I & II
- Ex. C – A Report of the Economic Impact Over Ten Years of Vista Park in Lamesa, Texas
- Ex. D – Revenues for the City of Lamesa from New Jobs
- Ex. E – Lamesa Economic Development Policy & Tax Abatement Guidelines
Sections 5.01 & 5.02
- Ex. F – DRAFT Abatement Agreement
- Ex. G – Deed with Legal Description
- Ex. H – Survey

cc: Via Regular Mail & Email:

Vista Park Lamesa, LLC
Attention: Ron Smith
4713 Eagle Feather Drive
Austin, Texas 78735-6475

Email: ron@vistaparkliving.com
Phone: (512) 330-9161

cc: Via CMRRR:

Josh Stevens
Sean Overeynder
Russell Casselberry
Lee Peterson
Brant Stewart
Marie Briseno
Luciano Reyes
Dore Evan Rodriguez
Bobby G. Gonzales
Douglas Morris



1
SCALE: N.T.S.

EXTERIOR RENDERING

VISTA PARK LIVING
 MYLES RICHARDS CONSTRUCTION, INC.
 LAMESA, TEXAS

EXTERIOR
 RENDERING

PROJECT #: 2006.01
 DATE: 03.13.2020
 DRAWN BY: RC
 CHECKED BY:

G0.1

ARTEKTA, INC.

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 FARGO, ND 58102 | 701.526.3693
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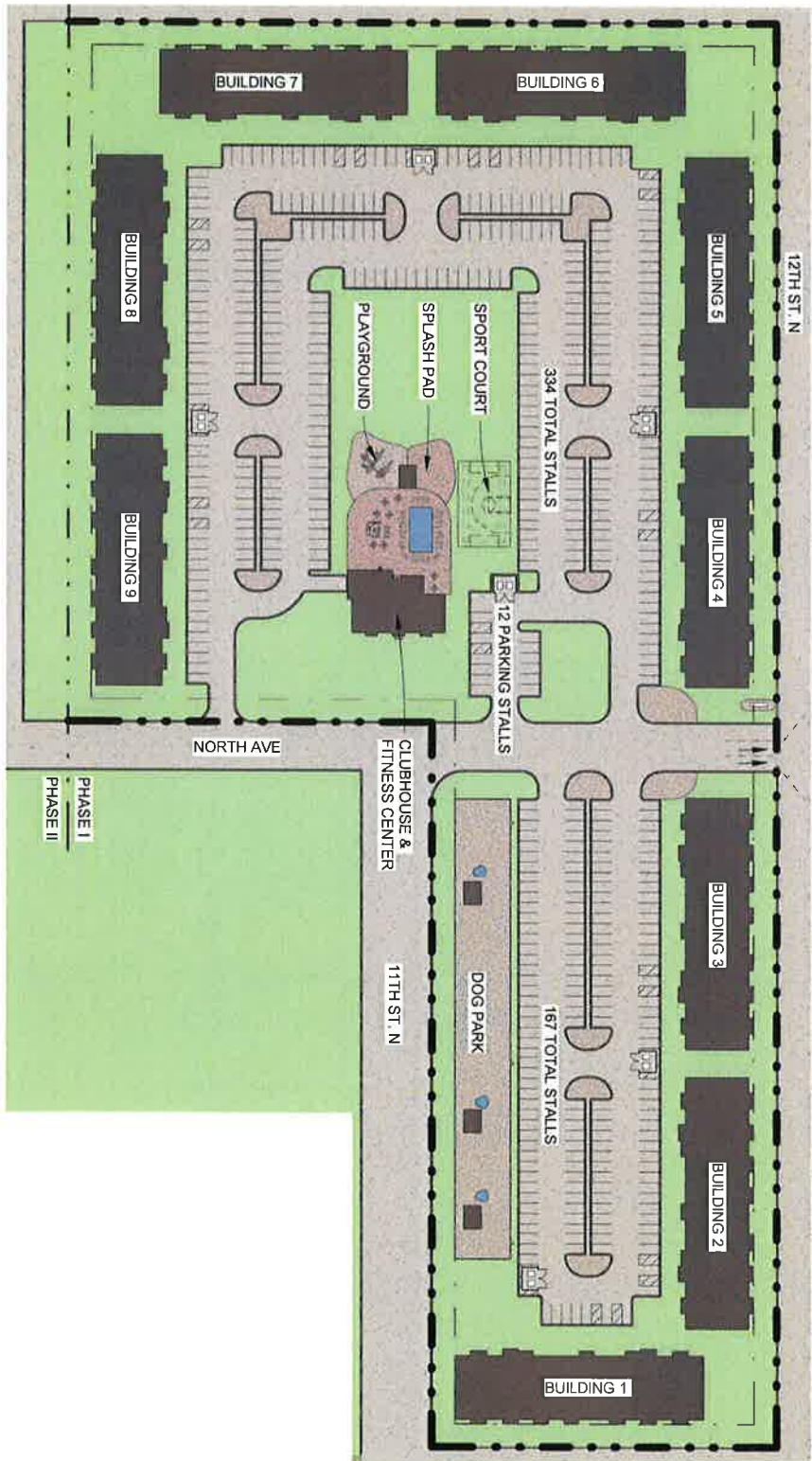
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1 SITE PLAN
1" = 100'-0"



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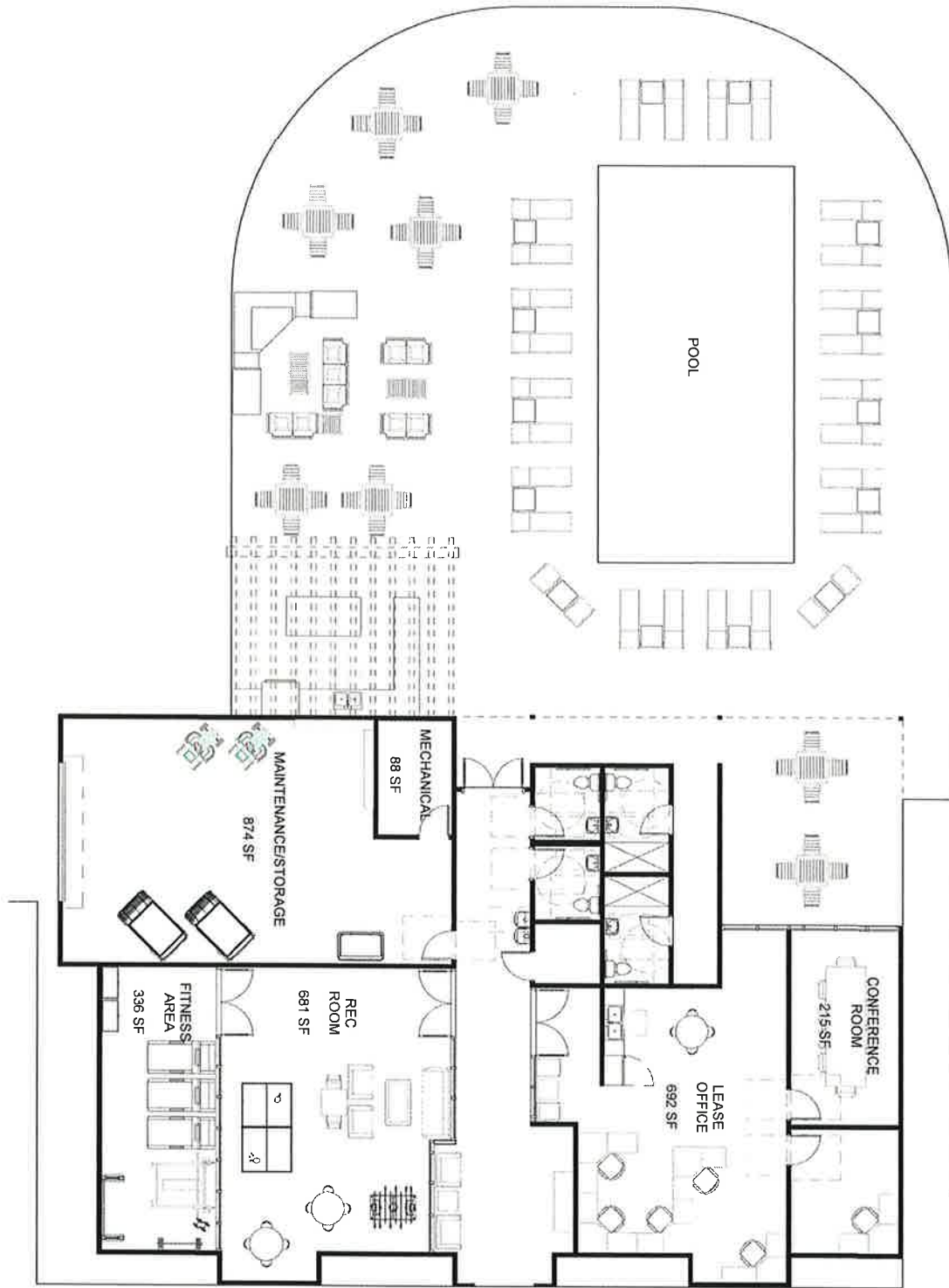
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SITE PLAN
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1

CLUBHOUSE & FITNESS CENTER FLOOR PLAN

3/32" = 1'-0"



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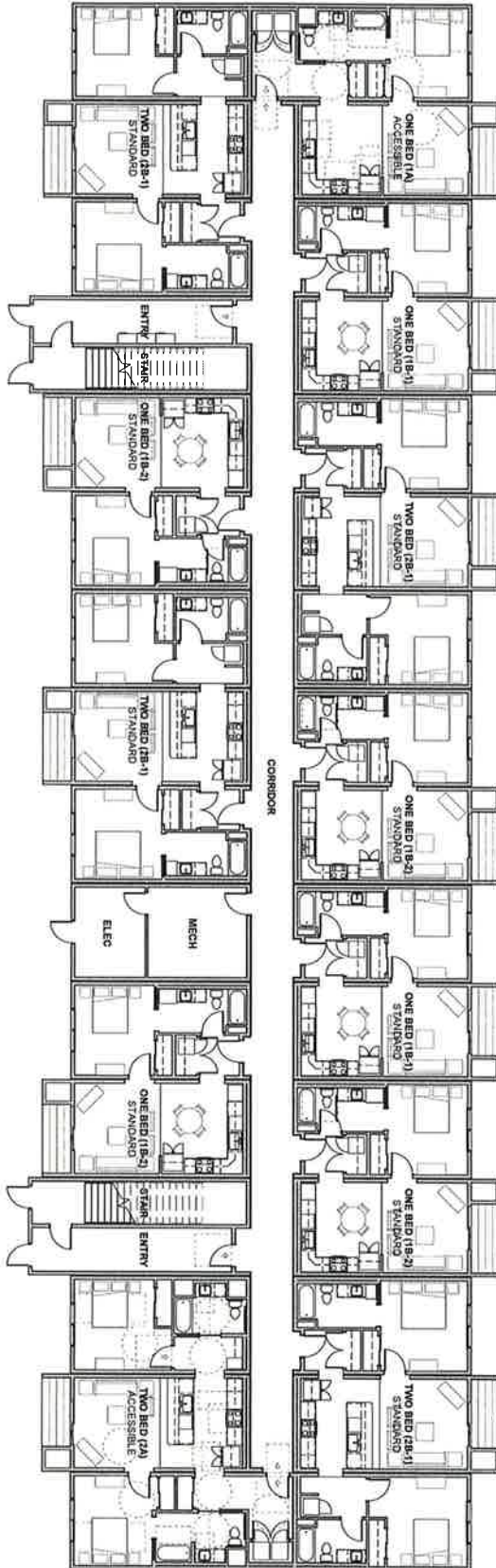
CLUBHOUSE &
FITNESS CENTER
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DATE: 03.13.2020
DRAWN BY: MW
CHECKED BY:

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1

FIRST FLOOR PLAN

1/16" = 1'-0"



VISTA PARK LIVING

MYLES RICHARDS CONSTRUCTION, INC.

LAMESA, TEXAS

FIRST FLOOR PLAN

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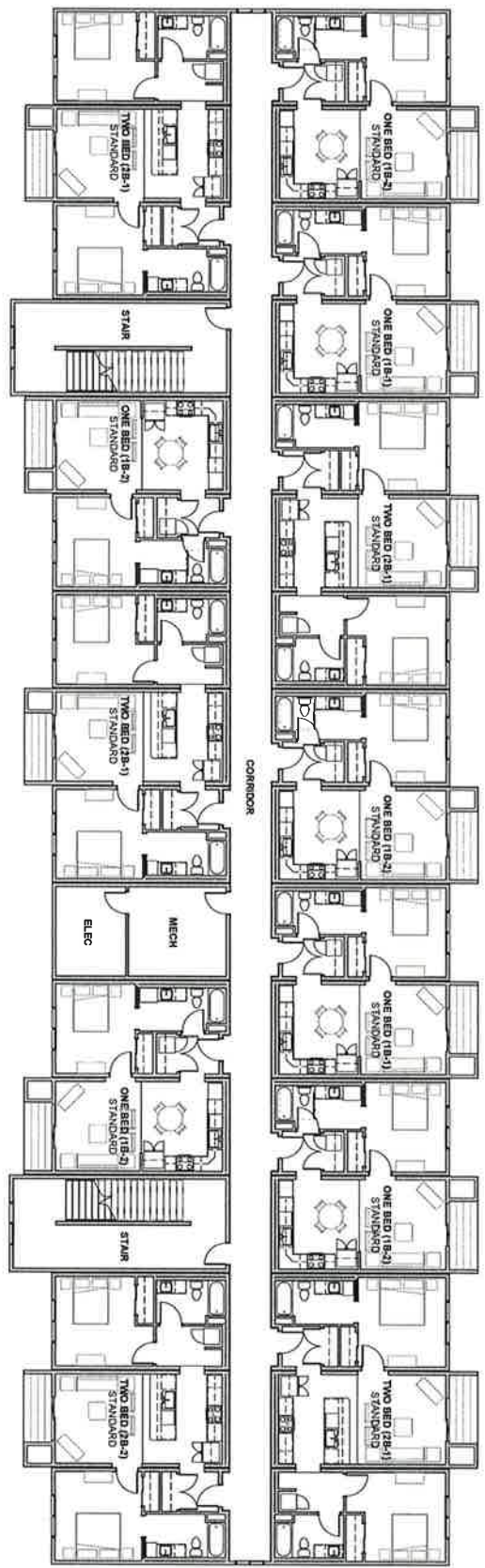
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1

SECOND & THIRD (SIM.) FLOOR PLAN

1/16" = 1'-0"



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 LAMESA, TEXAS

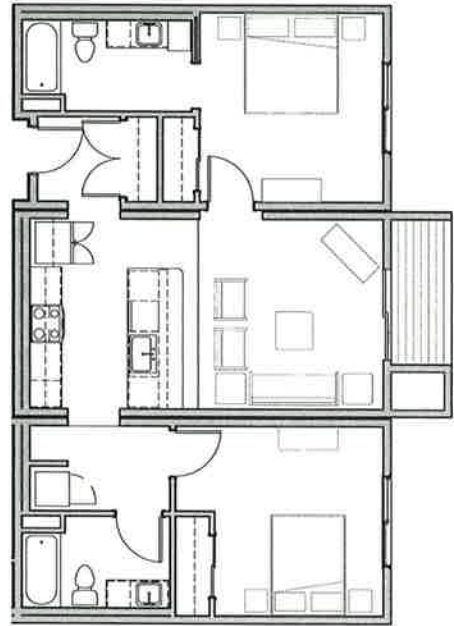
SECOND & THIRD
 FLOOR PLAN

PROJECT #: 2006.01
 DATE: 03.13.2020
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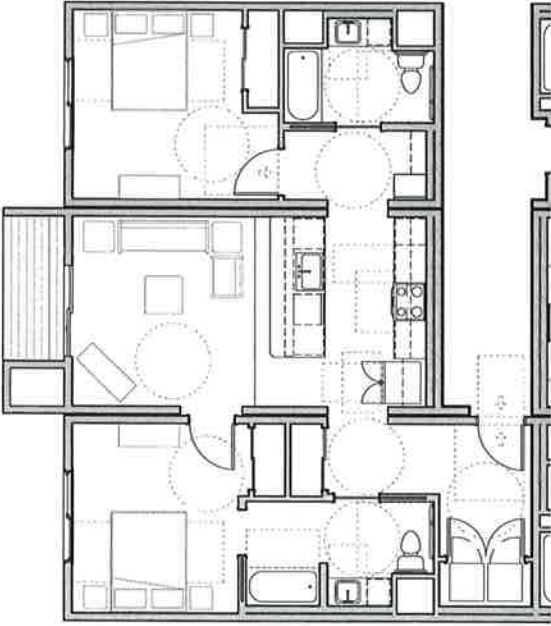
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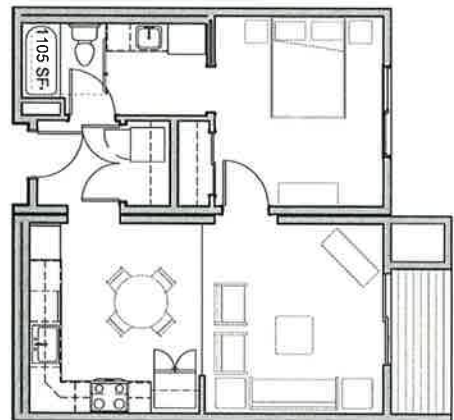
4
1/8" = 1'-0"

1018 SF



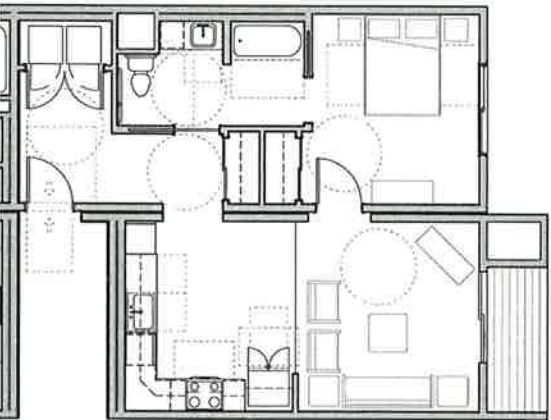
3
1/8" = 1'-0"

1105 SF



2
1/8" = 1'-0"

678 SF



1
1/8" = 1'-0"

764 SF

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ENLARGED UNIT
PLANS

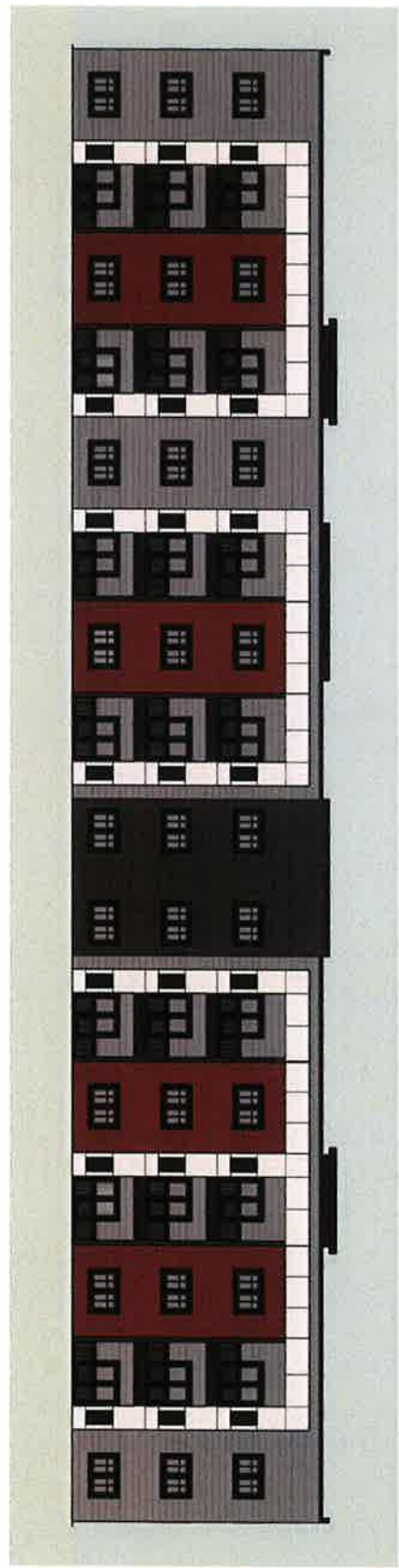
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2 BACK ELEVATION

1 : 205



1 FRONT ELEVATION

1 : 205



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A Report of the Economic Impact Over Ten Years of Vista Park Living in Lamesa, Texas

July 24, 2020

Prepared by:

Impact DataSource
4709 Cap Rock Drive
Austin, Texas 78735
(512) 892-0205
Fax (512) 892-2569
www.impactdatasource.com



A Report of the Projected Economic Impact from Vista Park Living

Introduction

This report presents the results of an economic impact analysis performed by Impact DataSource, Austin, Texas. The analysis was to determine the impact that the Vista Park Living in Lamesa, Texas will have on the on the economy of the Lamesa area and the costs and benefits for local taxing districts over the first ten years.

Description of the Facility

Vista Park Living is a planned 324 unit multi-family housing development in Lamesa.

An estimated \$40 million will be spent to develop and construct the project. The estimated taxable value of the facility on local tax rolls when completed will be an estimated \$30,861,750.

During construction the project will support an estimated 91 local direct construction jobs.

The project will create five permanent jobs with initial average annual salaries of \$35,000.

How the facility will impact the economy of the area is discussed next.

The Estimated Economic Impact of the Facility over the First Ten Years

The facility will have the following economic impact on the Lamesa area over the first ten years:

Economic Impact over the First Ten Years	
Total number of permanent direct and indirect jobs to be created	9
Number of tenant households who will move to the City to live in the facility	162
Number of new residents in the City	405
Number of new students expected in Lamesa ISD	81
Salaries to be paid to direct and indirect workers	\$8,388,639
Taxable sales and purchases expected in the City	\$27,579,235
The facility's assets added to local tax rolls	\$30,861,750

How this economic activity translates into additional costs and benefits for local taxing districts is discussed

Additional Costs for Local Taxing Districts

Local taxing districts will incur the following costs over the first ten years, as a result of the facility and direct and indirect employees.

Costs for Local Taxing Districts Over the First Ten Years of the Facility's Operation					
	Costs of Services to New Residents	Costs of Providing Monthly Utility Services	Costs of Educating New Students	Reduction in State School Funding as a Result of Property being Added to Local Tax Rolls	Total
City of Lamesa	\$532,156	\$3,618,664			\$4,150,820
Dawson County	\$110,866				\$110,866
Lamesa ISD			\$4,401,249	\$3,955,094	\$8,356,342
Dawson County Hospital District					\$0
Mesa Underground Water District					\$0
Total	\$643,022	\$3,618,664	\$4,401,249	\$3,955,094	\$12,618,028

Additional Net Benefits

The additional public benefits less additional public costs will result in the following net benefits for the City, County and other local taxing districts over the first ten years of the facility's operation:

Net Benefits for Local Taxing Districts Over the First Ten Years of the Facility's Operation			
	Benefits	Costs	Net Benefits
City of Lamesa	\$6,926,742	\$4,150,820	\$2,775,921
Dawson County	\$1,746,546	\$110,866	\$1,635,680
Lamesa ISD	\$9,896,352	\$8,356,342	\$1,540,009
Dawson County Hospital District	\$1,297,649	\$0	\$1,297,649
Mesa Underground Water District	\$52,887	\$0	\$52,887
Total	\$19,920,176	\$12,618,028	\$7,302,147

If taxes are abated as proposed, the following property taxes will be abated for the facility:

Property Taxes to be Abated for the Facility			
	City	County	Total
Year 1	\$256,153	\$264,368	\$520,521
Year 2	\$261,276	\$269,656	\$530,931
Year 3	\$266,501	\$275,049	\$541,550
Year 4	\$271,831	\$280,550	\$552,381
Year 5	\$277,268	\$286,161	\$563,428
Year 6	\$0	\$0	\$0
Year 7	\$0	\$0	\$0
Year 8	\$0	\$0	\$0
Year 9	\$0	\$0	\$0
Year 10	\$0	\$0	\$0
Total	\$1,333,028	\$1,375,783	\$2,708,811

Discussion of State Aid for the School District

This analysis seeks to calculate the impact on the school district's finances from the facility by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls and local taxes that this generates reduces state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

Conduct of the Analysis

This analysis was conducted by Impact DataSource using data, rates and information supplied by the developer. In addition, Impact DataSource used certain estimates and assumptions.

Using this data, the economic impact from the facility and the costs and benefits for the City of Lamesa,

Data and Rates Used in this Analysis

The city's estimated annual water, wastewater and garbage collection billings per household \$1,200

Utility Service	Estimated Monthly Billing	Estimated Annual Billing (Monthly billing x 12)
Water	\$40	\$480
Wastewater	\$35	\$420
Solid waste	\$25	\$300

The city's estimated cost of providing water, wastewater and solid waste services, as a percent of utility billings 85%

Annual increase expected in city-owned utility billings 2%

The city's estimated utility franchise fee percentages:

Electricity	4%
Natural gas	4%
Cable	4%
Telephone monthly line access charge:	
Residential	\$1.75
Non-residential	\$3.98

Estimated annual utility franchise fees collected from utility providers for each household as detailed below \$50.58

Utility Service	Estimated Monthly Billing	Utility Franchise Fee Percentage	Monthly Utility Franchise Fee Collections	Estimated Annual Utility Franchise Fee Collections (Monthly collections x 12)
Electricity	\$50	4%	\$2.00	\$24.00
Natural gas	\$30	4%	\$1.20	\$14.40
Cable, assuming average rate of \$35 & 60% of units have cable	\$21	4%	\$0.84	\$10.08
Telephone	0.1 lines	\$1.75	\$0.18	\$2.10

The facility's estimated taxable inventories of supplies:

Year 1	\$10,000
Year 2	\$10,300
Year 3	\$10,609
Year 4	\$10,927
Year 5	\$11,255
Year 6	\$11,593
Year 7	\$11,941
Year 8	\$12,299
Year 9	\$12,668
Year 10	\$13,048

Estimated annual increase in the volume and value of inventories 3%

Spending During Construction:

Estimated spending for hard construction:

Year 1	\$32,000,000
Year 2	\$0
Year 3	\$0
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

Percent of construction costs for:

Materials	60%
Labor	40%

Estimated percent of construction materials that will be purchased in the city and be subject to sales tax with the city as the point of sale 30%

Estimated percent of labor that is local 25%

Percent of taxable spending by construction workers that will be in the city 25%

Year 7	\$175,141	\$153,248	\$109,463	\$218,926	\$131,356	\$91,949
Year 8	\$178,644	\$156,313	\$111,652	\$223,304	\$133,983	\$93,788
Year 9	\$182,216	\$159,439	\$113,885	\$227,771	\$136,662	\$95,664
Year 10	\$185,861	\$162,628	\$116,163	\$232,326	\$139,396	\$97,577

Annual increase	2%	2%	2%	2%	2%	2%
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Estimated number of telephone land lines at the facility

Year 1	32
Year 2	32
Year 3	32
Year 4	32
Year 5	32
Year 6	32
Year 7	32
Year 8	32
Year 9	32
Year 10	32

The facility's estimated local taxable purchases of materials, supplies and services for its operations:

Year 1	\$350,000
Year 2	\$360,500
Year 3	\$371,315
Year 4	\$382,454
Year 5	\$393,928
Year 6	\$405,746
Year 7	\$417,918
Year 8	\$430,456
Year 9	\$443,370
Year 10	\$456,671

Expected annual increase in taxable purchases after the first year	3%
--	----

Estimated number of new workers hired at the facility each year:

Year 1	5
Year 2	0
Year 3	0
Year 4	0
Year 5	0
Year 6	0
Year 7	0
Year 8	0
Year 9	0
Year 10	0
Total	5

Average annual salaries of workers at the facility, less benefits \$62,529

Percent of expected increase in employee salaries after year 1 2.0%

Multipliers for calculating the number of indirect and induced jobs and earnings in the area:

Earnings	1.4504
Employment	0.8623

This cost-benefit analysis uses the above multipliers to project the indirect and induced benefits in the community as a result of the direct economic activity. The employment multiplier shows the number of spin-off jobs what will be created from each direct job. Similarly, the earnings multiplier estimates the salaries and wages to be paid to workers in these spin-off jobs for each \$1 paid to direct workers.

Percent employees to be hired in spin-off jobs created at the facility who will move to the city to take a job 0%

Percent of workers who move to the community that will buy a new home or require that new residential property be built for them in other parts of the city 0%

The number of people in a typical worker's household 2.5

The number of school children in a typical worker's household 0.5

Percent of retail shopping by a typical worker in the city 40%

Number of local jobs added each year and worker salaries to be paid:

Year	Direct Jobs	Indirect Jobs	Total Jobs	Direct Salaries	Indirect Salaries	Total Salaries
1	5	4	9	\$312,645	\$453,460	\$766,105
2	0	0	0	\$318,898	\$462,530	\$781,427
3	0	0	0	\$325,276	\$471,780	\$797,056
4	0	0	0	\$331,781	\$481,216	\$812,997
5	0	0	0	\$338,417	\$490,840	\$829,257
6	0	0	0	\$345,185	\$500,657	\$845,842
7	0	0	0	\$352,089	\$510,670	\$862,759
8	0	0	0	\$359,131	\$520,883	\$880,014
9	0	0	0	\$366,313	\$531,301	\$897,614
10	0	0	0	\$373,640	\$541,927	\$915,567
Total	5	4	9	\$3,423,376	\$4,965,264	\$8,388,639

Number of direct and indirect workers, tenants and their families who will move to the area and their children who will attend local public schools:

Year	Tenants Moving to the Area	Total New Residents	Total New Students
1	162	162	81
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	0	0	0
10	0	0	0
Total	162	162	81

Schedules Showing the Results of Costs and Benefits Calculations

Costs and benefits for the City of Lamesa - Continued

Utilities and utility franchise fees collected by the city from new residents and from the facility:

Year	Utilities	Utility Franchise Fees	Total
1	\$388,800	\$16,388	\$405,188
2	\$396,576	\$16,719	\$413,295
3	\$404,508	\$17,057	\$421,564
4	\$412,598	\$17,402	\$429,999
5	\$420,850	\$17,753	\$438,603
6	\$429,267	\$18,112	\$447,379
7	\$437,852	\$18,478	\$456,330
8	\$446,609	\$18,852	\$465,461
9	\$455,541	\$19,233	\$474,774
10	\$464,652	\$19,622	\$484,274
Total	\$4,257,252	\$179,616	\$4,436,867

Other city revenues, including hotel occupancy taxes, other taxes and user fees collected from new residents and building permits on construction at the facility:

Year	Hotel Occupancy Taxes	Other Taxes and User Fees	Building Permits and Fees	Total Other Revenues
1	\$0	\$40,500	\$160,000	\$200,500
2	\$0	\$41,310	\$0	\$41,310
3	\$0	\$42,136	\$0	\$42,136
4	\$0	\$42,979	\$0	\$42,979
5	\$0	\$43,839	\$0	\$43,839
6	\$0	\$44,715	\$0	\$44,715
7	\$0	\$45,610	\$0	\$45,610
8	\$0	\$46,522	\$0	\$46,522
9	\$0	\$47,452	\$0	\$47,452
10	\$0	\$48,401	\$0	\$48,401
Total	\$0	\$443,464	\$160,000	\$603,464

Benefits for Dawson County:**Sales tax collections on spending:**

Year	During Construction	On Direct and Indirect Workers' Spending	On Visitors' Spending	Taxable Sales at the Facility	The Facility's Local Purchases and Taxable Utilities	Total
1	\$32,960	\$398	\$5,267	\$0	\$3,713	\$42,339
2	\$0	\$406	\$5,399	\$0	\$3,805	\$9,611
3	\$0	\$414	\$5,534	\$0	\$3,899	\$9,848
4	\$0	\$423	\$5,672	\$0	\$3,996	\$10,091
5	\$0	\$431	\$5,814	\$0	\$4,095	\$10,340
6	\$0	\$440	\$5,960	\$0	\$4,197	\$10,596
7	\$0	\$449	\$6,109	\$0	\$4,301	\$10,858
8	\$0	\$458	\$6,261	\$0	\$4,408	\$11,127
9	\$0	\$467	\$6,418	\$0	\$4,517	\$11,402
10	\$0	\$476	\$6,578	\$0	\$4,630	\$11,684
Total	\$32,960	\$4,362	\$59,013	\$0	\$41,561	\$137,896

Miscellaneous taxes and user fees to be collected from new residents:

Year	Misc. Taxes and User Fees
1	\$8,100
2	\$8,262
3	\$8,427
4	\$8,596
5	\$8,768
6	\$8,943
7	\$9,122
8	\$9,304
9	\$9,490
10	\$9,680
Total	\$88,693

Costs and benefits for Dawson County, continued

Total Benefits for the County:

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$50,525	\$10,125	\$40,400	\$40,400
2	\$17,961	\$10,328	\$7,633	\$48,033
3	\$18,366	\$10,534	\$7,832	\$55,865
4	\$18,780	\$10,745	\$8,036	\$63,901
5	\$19,205	\$10,960	\$8,245	\$72,146
6	\$311,522	\$11,179	\$300,343	\$372,489
7	\$317,804	\$11,402	\$306,401	\$678,891
8	\$324,212	\$11,630	\$312,582	\$991,473
9	\$330,750	\$11,863	\$318,887	\$1,310,360
10	\$337,421	\$12,100	\$325,320	\$1,635,680
Total	\$1,746,546	\$110,866	\$1,635,680	

Costs and Benefits for Lamesa ISD - Continued

Reduction in State aid to the school district as a result of new residential property for the facility's employees and the facility's property being added to the school district's tax rolls:

Year	Reduction in State Aid for the School District
1	\$361,199
2	\$368,425
3	\$375,794
4	\$383,311
5	\$390,979
6	\$398,800
7	\$406,777
8	\$414,914
9	\$423,214
10	\$431,680
Total	\$3,955,094

Net Benefits for the School District:

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$893,744	\$754,049	\$139,695	\$139,695
2	\$913,789	\$771,096	\$142,693	\$282,388
3	\$934,290	\$788,532	\$145,757	\$428,145
4	\$955,255	\$806,368	\$148,888	\$577,033
5	\$976,698	\$824,612	\$152,086	\$729,119
6	\$998,627	\$843,274	\$155,354	\$884,472
7	\$1,021,055	\$862,363	\$158,693	\$1,043,165
8	\$1,043,993	\$881,889	\$162,104	\$1,205,269
9	\$1,067,453	\$901,863	\$165,590	\$1,370,858
10	\$1,091,446	\$922,295	\$169,151	\$1,540,009
Total	\$9,896,352	\$8,356,342	\$1,540,009	

Estimated Revenues for the City of Lamesa from New Direct Jobs

Summary:

Estimated annual revenues for the city from one new job		\$2,130
Estimated number of new jobs:		
Direct	200	
Indirect	50	
Total	<u>250</u>	250
Estimated total annual revenues for the city		\$532,475

Details are below.

Some city tax and other rates:

City of Lamesa sales tax rate:	
City general fund	1.00%
Lamesa Economic Development Corporation	0.25%
Lamesa Economic Alliance Project	0.25%
Total city	1.50%

City of Lamesa property tax rate	\$0.830000
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The city's estimated annual water, wastewater and garbage collection billings per household	\$1,200
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Utility Service	Estimated Monthly Billing	Estimated Annual Billing (Monthly billing x 12)
Water	\$40	\$480
Wastewater	\$35	\$420
Solid waste	\$25	\$300

Estimated annual other taxes and user fees to be collected by the city from each worker household -- those revenues that are in addition to sales and property taxes and utilities	\$250
--	-------

Assumptions:

Average annual salary of a new direct job	\$38,500
Average annual salary spent on taxable goods and services	26%

Estimated taxable spending of a typical worker in Lamesa, as a percent of total	65%
Estimated taxable value of residential property that a worker will own or occupy in Lamesa	\$70,157
For every direct job and every dollar in annual salaries for a new direct worker there will be indirect jobs and salaries created shown to the right	0.25

Some economic impacts:

Estimated taxable sales per worker in the city	\$6,507
Value of residential property owned or occupied by a worker in the city	\$70,157

Annual revenues for the City of Lamesa from a new worker in the city:

Sales tax	\$97.60
Property taxes	\$582.30
Utilities	\$1,200.00
Other taxes and user fees	\$250.00
Total additional revenues for the city from one direct new job	\$2,129.90

d) Is the financial capital required to complete this project already available (i.e. financing commitments, reserved funds, etc.?) Explain in detail.

4.04 Fiscal Impact

The applicant must provide detailed information providing answers to the following inquiries:

- a) What is the estimated cost of the proposed real property improvements and/or personal property additions?
- b) How much real or personal property value will be added to the tax roll by the end of the abatement period?
- c) How much direct sales tax will be generated?
- d) What is the proposed depreciation schedule for real or personal property to be abated?

4.05 Community Impact

The applicant must provide detailed information providing answers to the following inquiries:

- a) What effect (approximately) will the proposed project have on the local housing market?
- b) What environmental impact, if any, will be created by the project?
- c) What support services or products, if any, will the applicant be procuring from the local community in the construction of improvements or additions of personal property?
- d) What support services or products, if any, will the applicant be procuring from the local community with regard to its operations?

4.06 A legal description of any subject real property must be supplied to the City by the applicant.

4.07 Pursuant to § 312.003 of the Property Tax Code, information submitted in the application process is confidential, and not subject to public disclosure until the tax abatement agreement is executed.

SECTION 5 GUIDELINES FOR LENGTH AND LEVEL OF ABATEMENT

5.01 It is recommended that the City consider a tiered tax abatement system. This means depending upon the project/development investment and appraised value - the City would adjust the abatement amount and years.

5.02 Recommended tax abatement schedule:

TABLE 1

Appraised Taxable Value	Maximum Value Which May Be Abated	Years of Abatement
\$750,000 - \$999,999	40% - 0%	Not to Exceed 2 Years
\$1,000,000 - \$3,999,000	60% - 0%	Not to Exceed 3 Years
\$4,000,000 - \$6,999,000	80% - 0%	Not to Exceed 4 Years
\$7,000,000 and Above	100% - 0%	Not to Exceed 5 Years

5.03 If the appraised value of eligible improvements declines below the lower limit for eligibility for a certain percentage abatement, then the abatement percentage to be applied shall be adjusted in accordance with Table 1 above. For example, if the appraised value of eligible improvements declines from \$7,000,000 to \$ 4,000,000, the abatement percentage shall decline from 100% to 80%. In no event shall an abatement percentage exceed the percentage agreed in the abatement agreement approved by the City of Lamesa.

5.04 Pursuant to Chapter 312 of the Property Tax Code, City of Lamesa, Texas (hereinafter "City") is authorized to designate Reinvestment Zones in areas of the City, to enter into tax abatement agreements with regard to properties located in Reinvestment Zones, and to enter into tax abatement agreements with regard to properties for which a municipality has given tax abatement incentives by agreement.

5.05 These guidelines and criteria, and the procedures established herein, do not:

- a) limit the discretion of the City Council to decide whether to enter into a specific tax abatement agreement,
- b) limit the discretion of the City Council to delegate to its employees the authority to determine whether the City Council should consider a particular application or request for tax abatement, or
- c) create any property, contract or other legal right in any person to have the City Council consider or grant a specific application or request for tax abatement.

SECTION 6

GUIDELINES FOR LENGTH AND LEVEL OF ABATEMENT

6.01 When a determination has been made to offer a tax abatement, the guidelines in Table

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 8

SUBJECT: TAX ABATEMENT AGREEMENT BETWEEN CITY OF LAMESA, TEXAS, AND VISTA PARK LAMESA, LLC:

PROCEEDING: Resolution

SUBMITTED BY: City Attorney

EXHIBITS:

AUTHORITY: Chapter 312 of Texas Tax Code

SUMMARY STATEMENT

City Council to consider passing a resolution authorizing the City of Lamesa to enter into a Tax Abatement Agreement with Vista Park Lamesa, LLC. (*City Manager*)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to pass an Resolution on first reading entering into a Tax Abatement Agreement between the City of Lamesa and Vista Park Lamesa, LLC. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

APPROVED

**Tax Abatement Agreement Between
City of Lamesa, Texas, and Vista Park Lamesa LLC**

State of Texas §
 §
County of Dawson §

This Tax Abatement Agreement (“the Agreement”) is made and entered into by and between the City of Lamesa, Texas, (“City”), acting through its duly authorized officers, and Vista Park Lamesa LLC (“Owner”), owner of Eligible Property (as hereinafter defined) to be located on the tract of land comprising the Lamesa Vista Park Reinvestment Zone and specifically described in Exhibit A to this Agreement, and becomes effective as set forth in Section XVII hereof.

I. Authorization

This Agreement is authorized by the City Council of the City of Lamesa, Texas, acting generally under chapter 312 of the Texas Tax Code, as amended and under the City of Lamesa Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones (the “Guidelines”).

II. Definitions.

As used in this Agreement, the following terms shall have the meaning set forth below:

A. “Abatement” means the full or partial exemption from ad valorem taxes on property in Reinvestment Zone.

B. “Calendar Year” means each year beginning on January 1 and ending on December 31.

C. “Certificate” means a letter, provided by Owner to the city, certifying that Owner has completed construction of a particular phase of the residential project described herein, outlining the Improvements included in the project, and stating the overall capacity of the project. Upon receipt of a Certificate, the City may inspect the property within the Reinvestment Zone in accordance with this Agreement to determine the Improvements are in place as certified.

D. “Certified Appraised Value” means the appraised value, for property tax purposes, of the property within the Reinvestment Zone as certified by the Dawson County Appraisal District for each taxable year.

E. “Eligible Property” means property eligible for Abatement under the Guidelines, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation

and administration of the project of facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Guidelines. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.

F. "Improvements" means Eligible Property meeting the definition for Improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected or affixed to the land.

G. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.

H. "Reinvestment Zone" means the reinvestment zone, as that term is defined in Chapter 312 of the Texas Tax Code, created by the City Council of the City of Lamesa by Ordinance No _____ duly passed by the City Council of the City of Lamesa on August 4, 2020, and on August 20, 2020, and included as **Exhibit A** to this Agreement.

I. "Site" means all of or the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder.

III. Improvements in Reinvestment Zone

Conditioned upon Owner obtaining successful financing to construct and operate the Improvements, Owner agrees to make the following Improvements in consideration for the Abatement set forth in Paragraph IV of this Agreement:

A. Owner intends to construct Improvements on the Site consisting of a residential and commercial development for the 28-acre property along the northwestern edge of the City of Lamesa in the Forrest Hills Addition (the "Project") north of highway 180/N 4th Street. These Improvements will be constructed according to the following three phases of development:

1. Phase I – Vista Park Living: This phase of Improvements will develop the twelve (12) acres located at 1202 N Avenue R with a modern, high-quality apartment complex. The initial nine, three-story, buildings will reflect the latest in modern architectural design, with a strong focus on energy efficiency and enhanced security. When completed, over 324 apartment units will be available.

2. Phase II – Vista Park Multi-Family: This phase of Improvements will develop the ten (10) acres directly to the south of the Vista Park Living apartments as a multi-family housing neighborhood with approximately 80-110 front doors constructed as duplexes, triplexes, and quadruplexes.
3. Phase III – Vista Park Commercial: The final phase of Improvements will develop the remaining six (6) acres as street-front commercial. City needs and community demands will likely determine the type and design of commercial construction.

B. Improvements also shall include but not be limited to any and all other property in the Reinvestment Zone meeting the definition of Eligible Property that is used to enhance and support other functions related to the new residential development. The City agrees that any equipment, roads, operations and maintenance facilities, business offices, greenspaces, swimming pools, and other related structures affixed to the land are fixtures that will constitute Improvements under this Agreement.

IV. Term and Portion of Tax Abatement; Taxability of Property

A. The City and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the term of the Agreement:

1. Property not eligible for Abatement, if any, shall be fully taxable;
2. The Certified Appraised Value of property existing in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable for the full term of this Agreement;
3. 100% of property taxes levied on the Certified Appraised Value of real and personal property located in the Reinvestment Zone are payable prior to commencement of the abatement periods designated in Paragraph IV(B) below;
4. 100% of City property taxes on the Certified Appraised Value of eligible Property shall be abated as provided for by Paragraph IV(B) below; and
5. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zone shall be fully taxable after expiration of the abatement period(s) applicable to that property as designated in Paragraph IV(B)

B. The City and Owner specifically agree and acknowledge that this Agreement shall provide for Abatement, under the conditions set forth herein, of all City ad Valorem property taxes as follows:

1. Beginning on the Effective Date for each respective phase for completion of the Improvements and ending upon the conclusion of five (5) full calendar years thereafter, Abatement is granted as of January 1 of each tax year as follows:
 - a. 100% of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zone) are abated; and
 - b. 100% of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and brought onto the Reinvestment Zone after this Agreement is executed are abated.
2. The base year value for the proposed Improvements is zero.

C. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation.

This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.

V. Representation

The City and Owner make the following representations:

A. Owner represents and agrees that (i) Owner will have a taxable interest with respect to Improvements to be placed on the property; (ii) consideration of the proposed Improvements will be performed by the Owner and/or their contractors or subcontractors, (iii) Owner's use of the property in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, and (iv) all representations made in the Application for Abatement are true and correct to the best of Owner's knowledge.

B. The City represents that (i) the Reinvestment Zone and this agreement have been created by the City and that the City is authorized to enter into this Agreement and to provide the tax abatement set forth in this Agreement; (ii) that the property within Reinvestment Zone is located within the legal boundaries of the City and (iii) the City has made and will continue to make all

required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

VI. Access to the Inspection of the Property by District Employees

A. Owner shall allow the City's employees access to the Improvements of the purposes of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of Section III of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after given Owner twenty-four (24) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.

B. Owner shall, within ninety (90) days prior to each April 15, also certify annually to the City its compliance with this Agreement by providing written testament to the same to the City Manager of the City of Lamesa.

VII. Default, Remedies and Limitation of Liability

A. The City may declare a default if Owner breaches any material term or condition of this Agreement. If the City declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the City may modify the Agreement upon mutual agreement with Owner. If Owner believes that such termination was improper, Owner may file suit for injunctive relief in the proper court challenging such termination and no such termination shall occur until a final non-appealable order or judgment has been obtained confirming such termination.

B. The City shall not declare a default, and not default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of a "force majeure event." Should performance of any obligation created under this Agreement become illegal or impossible by reason of any Force Majeure Event, defined below, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance. In order to invoke this provision, the Owner shall provide written notice to the City within five (5) days of the occurrence of the Force Majeure Event and exercise all reasonable diligence to remove the cause of force majeure. For purposes of this provision, a Force Majeure Event may include but is not limited to the following: fire; flood; famine; drought; storm; act of God; governmental act, order, law, ordinance, or other authority; labor disputes; war, police action, or other military action of the United States or the State of Texas; terrorist attacks; pandemic or epidemic as declared by any governmental authority or agency of the United States or one or more of the state governmental authorities or agencies of the State of Texas; or any other cause not

enumerated herein but which is beyond the reasonable control of the Party whose performance is affected. All such Force Majeure Events are limited to only those events which are affecting or applicable to the county in which this Agreement is performable and only if the Party claiming such Force Majeure Event is prevented from performing, in whole or in part, its obligations under this Agreement as a result.

C. The City shall notify Owner of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and Owner shall have sixty (60) days from the date of such notice to cure any default, except that where fulfillment of any obligation requires activity over a period of time, performance shall be commenced within sixty (60) days after the receipt of notice, and such performance shall be diligently continued until the default is cured. The City shall also provide the same default notice and opportunity to cure to any party providing financing of the Improvements for the benefit of Owner, provided that Owner first provides the City the identity of the party providing such financing, together with the address to which the default notice should be sent.

D. As required by Section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the city shall be entitled to cancel or modify the Agreement and recapture property tax revenue lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure.

E. By and provided that all conditions precedent set forth in this Agreement have been fulfilled, City and Owner have agreed under Chapter 312 of the Texas Tax Code that Owner will make the improvements and take other actions specified in this Agreement in exchange for Abatement from the City on those Improvements. Cancellation or modification of the Agreement and recapture of property taxes, as appropriate, along with any reasonably incurred costs and fees, shall be the City's sole remedy in the event Owner fails to make the specified Improvements or take other action required by this Agreement.

F. Any notice of default under this Agreement shall be sent to Owner in the manner provided for in this Agreement and shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WHT THE DISTRICT. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PRODIDED BY THE AGRTEEMENT SHALL RESULTIN IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND, IF THE DEFAULT INVOLVES FAILURE TO MAKE IMPROVEMENTS UNDER THE AGREEMENT RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the City or the State of Texas.

IX. Assignment of Agreement

This Agreement may be assigned, in whole or in part, by Owner, including but not limited to collateral assignments of the Agreement to any party providing financing to the Owner or an affiliate of Owner or to a new Owner or new lessee provided that the Owner first shall provide written notice of such assignment to the City. Upon such assignment Owner shall remain liable to the City for all outstanding taxes and other obligations accrued under this Agreement prior to the date of such assignment and the Owner's assignor shall be liable to the City for all outstanding taxes and other obligations accruing after the date of the assignment.

X. Notice

All notices shall be inwriting and mailed by certified or registered mail. Any notice or other communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be mailed to the following addresses:

To the Owner: VISTA PARK LAMESA LLC
 Attn: Ron Smith
 4713 Eagle Feather Drive
 Austin, Texas 78735-6475

To the City: CITY OF LAMESA
 Attn: City Manager
 601 South 1st Street
 Lamesa, Texas 331

Any party may designate a different address by giving the other party ten (1) days written notice in the manner prescribed above.

A notice of default under this Agreement shall not be considered to have been received unless the City has received written confirmation that the party to whom the notice was addressed or his agent received such notice, including a certificate of receipt from the Post Office or other form of written confirmation.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overbroad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Texas Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual consent to include other provisions which could have originally been included in this Agreement or delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Guidelines are deemed amended for purposes of this Agreement only.

XV. Entire Agreement

This Agreement contains the entire and integrated Tax Abatement Agreement between the City and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This agreement has not been executed by either the Owner or the City in reliance upon any representation or promise except those contained herein.

XVI. Effective Date

Each respective phase of the construction and development of the Improvements shall have a separate Effective Date. Beginning with Phase I of the Project and applying to each respective phase of construction and development of the Improvements as described herein, this Agreement shall become effective on January 1st of the Calendar Year immediately following the Calendar

Year in which the Owner provides the Certificate to the City as described herein. This Agreement will not be effective for a particular construction phase of the Project until the Owner provides this Certificate to the City for that phase of the Project.

At Owner's option, however, this Agreement shall become effective on January 1st of the first Calendar Year following the Calendar Year in which installation of the Improvements at the Site commences (the "1st Abatement Year"). Exercise of said option by Owner shall only be effective if Owner delivers a written option exercise notice to the City before January 31st of the 1st Abatement Year. At any time after delivery of said notice, the City may inspect the property within the Reinvestment Zone to determine that the value of the Improvements that are in place and subject to abatement pursuant to this Agreement.

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IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the City as authorized by the City Council of the City of Lamesa, Texas, on the ____ day of _____, 2020, and by the Owner on the ____ day of _____, 2020.

ATTEST//SEAL:

CITY OF LAMESA, TEXAS

By: _____
Josh Stevens, Mayor

VISTA PARK LAMESA LLC

By: _____
Ronald Smith, Managing Member

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: AUGUST 4, 2020

AGENDA ITEM: 9

SUBJECT: **REQUEST OF REPLAT**
PROCEEDING: Approval
SUBMITTED BY: City Staff
EXHIBITS: Ordinance, First Reading
AUTHORITY: City Charter, City Code, Texas Government Code

SUMMARY STATEMENT

City Council to consider approving an Ordinance on First reading approving a replat the following described property located in Lamesa, Texas:

All of Blocks 7, 8 and 9, of the Forrest Hills Addition to Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 3, Page 254, of the Deed Records, of Dawson County, Texas; and

COUNCIL ACTION

Discussion _____

Motion by Council Member _____ to consider approving an Ordinance on First reading approving. a a replat for the following property: Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A REPLAT OF BLOCKS 7, 8 AND 9 OF
THE FORREST HILLS ADDITION TO THE TOWN OF LAMESA,
DAWSON COUNTY, TEXAS, UPON RECOMMENDATION OF THE
PLANNING AND ZONING COMMISSION.**

On the 8th day of September, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, the Code of Ordinances of the City of Lamesa provides that previously platted areas of the City may be replatted upon application to the Planning and Zoning Commission of the City and approval of the City Council; and

WHEREAS, an application has been made by Vista Park Lamesa, LLC, to replat the following described property located in Lamesa, Texas, to-wit:

All of Blocks 7, 8 and 9, of the Forrest Hills Addition to Town of Lamesa, Dawson County, Texas,
as per Plat recorded in Volume 3, Page 254, of the Deed Records, of Dawson County, Texas; and

WHEREAS, said property is located within the city limits of the City of Lamesa, Texas, and is owned by Vista Park Lamesa, LLC; and

WHEREAS, the Planning and Zoning Commission of the City of Lamesa, Texas, after hearing such application and the arguments for and against the same, voted to recommend to the City Council of the City of Lamesa, Texas, that the replat of such property be approved; and

WHEREAS, a public hearing, where all interested persons were provided an opportunity to be heard on the proposed zone change, was held at City Hall, 601 South First Street, in the City of Lamesa, Texas, on September 8, 2020, which date is not less than fifteen days prior to the publication of a notice of such hearing in the Lamesa Press-Reporter, a newspaper of general circulation in the City of Lamesa, Texas;

WHEREAS, after such hearing, the City Council of the City of Lamesa, Texas, finds that the recommendation of the Planning and Zoning Commission of the City of Lamesa, Texas, should be accepted and that the replat of such property be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:

SECTION ONE: That the replat of the following described property, to-wit:

All of Blocks 7, 8 and 9, of the Forrest Hills Addition to Town of Lamesa, Dawson County, Texas, be, and the same is hereby, **APPROVED.**

SECTION TWO: The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by applicable state law and the City Charter.

Upon being put to a vote, the foregoing ordinance was Passed, on First Reading on the _____ day of September, 2020; and

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the _____ day of October, 2020.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: December 20, 2019

Grantor: Smith Wealth Real Estate, LLC

Grantor's Mailing Address: 4713 EAGLE Feather DR.
Austin TX 78735

Grantee: Vista Park Lamesa, LLC

Grantee's Mailing Address: 4713 EAGLE Feather DR.
Austin TX 78735

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Tract 1: A 8.68 acre tract of land, more or less, located in the South one-half (S/2) of Section 72, Block 35, Township 6-North, Georgetown Ry. Co. Survey, Dawson County, Texas, being out of that certain tract of land described in deed from F.M. Weaver to J.F. Aycock dated May 14, 1924, and recorded in Volume 33, Page 387, Deed Records of Dawson County, Texas, said 8.68 acre tract being more particularly described by metes and bounds in Exhibit "A-1" attached hereto.

TRACT2: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20, Block 7 of the Forrest Hills Addition to the Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 2, Page 35 of the Plat Records, Dawson County, Texas.

TRACT3: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 8 of the Forrest Hills Addition to the Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 2, Page 35 of the Plat Records, Dawson County, Texas.

TRACT4: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 9 of the Forrest Hills Addition to the Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 2, Page 35 of the Plat Records, Dawson County, Texas.

TRACT 5: All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 10 of the Forrest Hills Addition to the Town of Lamesa, Dawson County, Texas, as per Plat recorded in Volume 2, Page 35 of the Plat Records, Dawson County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens, if any, described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for the current year, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Smith Wealth Real Estate, LLC,
a Texas limited liability company

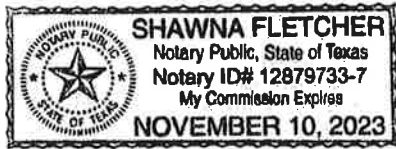
A handwritten signature in cursive script, appearing to read "Ronald Smith", written over a horizontal line.

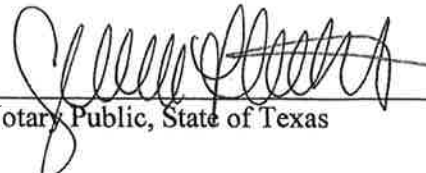
Ronald D. Smith, Jr., President and Chief Executive Officer

STATE OF TEXAS)

COUNTY OF Travis)

This instrument was acknowledged before me on December 20, 2019 by Ronald D. Smith, Jr., as President and Chief Executive Officer, of Smith Wealth Real Estate, LLC, a Texas limited liability company, on behalf of said entity.





Notary Public, State of Texas

Grantee's Address/Return to:

Vista Park Lanesa, LLC

4713 Eagle Feather Drive

Austin, TX 78735

EXHIBIT A-1

An 8.68 acre tract of land, more or less, located in the South one-half (S/2) of Section 72, Block 35, Township 6-North, Georgetown Ry. Co. Survey, Dawson County, Texas, being out of that certain tract of land described in deed from F.M. Weaver to J.F. Aycock dated May 14, 1924, and recorded in Volume 33, Page 387, Deed Records of Dawson County, Texas, said 8.68 acre tract being more particularly described as follows:

BEGINNING at a point in the North line of the old Lamesa and Seminole Highway (now North 7th Street), at the Southeast corner of said Aycock tract, for the Southeast corner of this tract, from which the Southwest corner of that certain tract of land described in deed from F.M. Weaver to A.J. Bush dated December 4, 1923, and recorded in Volume 30, Page 317, Deed Records of Dawson County, Texas, bears N. 77°38'10"E. 40.00 feet, and from which a 1" iron pipe with plug marked "RPS 1690" bears S. 36°40'E. 0.25 feet (bearings compared to the Texas Coordinate System of 1983, North Central Zone, distances are true at an averaged surface elevation);

THENCE S.77°38'10"W. 620.00 feet to a 1" galvanized iron pipe found for the Southwest corner of said Aycock tract, and for the Southwest corner of this tract;

THENCE N.12°35'20"W., along the West line of said Aycock tract, 610.00 feet to a 1" iron pipe found for the Southwest corner of that certain 30.0 feet wide road dedication, as recorded in Volume 176, Page 493, Deed Records of Dawson County, Texas, and for the Northwest corner of this tract;

THENCE N.77°38'10"E. 619.70 feet to a 1" iron pipe found for the Southeast corner of said 30.0 feet wide road dedication, and for the Northeast corner of this tract;

THENCE S.12°36'50"E., along the East line of said Aycock tract, 610.00 feet to the Place of Beginning.

FILED FOR RECORD
CLARE CHRISTY - COUNTY CLERK
DAWSON COUNTY, TEXAS

INST NO:2019-5584

FILED ON: DECEMBER 27, 2019 AT 1:45pm
THE INSTRUMENT CONTAINED 4 PAGES AT FILING
FILED BY: TRODRIGUEZ

THE STATE OF TEXAS
COUNTY OF DAWSON



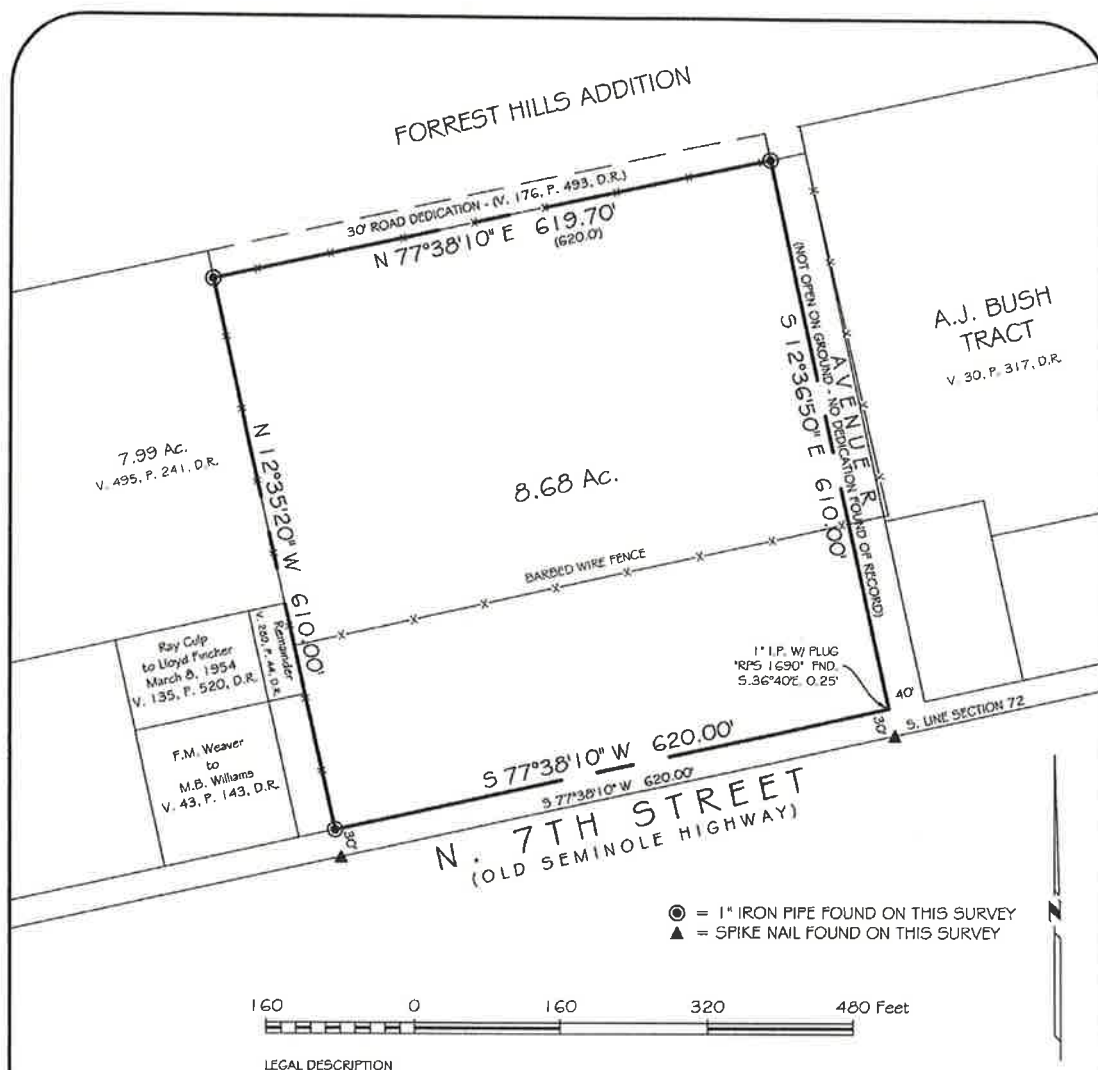
I, Clare Christy, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 27th day of December 2019 at 1:45 PM and duly recorded on that date, in the Official Public Records of said county.

Instrument # 2019-5584 , 4 Pages

A handwritten signature in cursive script, appearing to read "Clare Christy", is written over a horizontal line.

Clare Christy County Clerk

A vertical scale bar with markings at 200, 0, 200, and 400 Feet.



A 8.68 acre tract of land located in the One-half (1/2) of Section Seventy-two (72), Block Thirty-five (35), T-6-N, Abstract No. 395, Georgetown Ry. Co. Survey, Dawson County, Texas, being out of that certain tract of land described in deed from F.M. Weaver to J.F. Aycock dated May 14, 1924, and recorded in Volume 33, Page 387, Deed Records of Dawson County, Texas, said 8.68 acre tract being more particularly described as follows:

BEGINNING at a point in the North line of the old Lamesa and Seminole Highway (now North 7th Street), at the Southeast corner of said Aycock tract, for the Southeast corner of this tract, from which the Southwest corner of that certain tract of land described in deed from F.M. Weaver to A.J. Bush dated December 4, 1923, and recorded in Volume 30, Page 317, Deed Records of Dawson County, Texas, bears N. 77°38'10"E. 40.00 feet, and from which a 1" iron pipe with plug marked "RPS 1690" bears S. 36°40'E. 0.25 feet (bearings compared to the Texas Coordinate System of 1983, North Central Zone, distances are true at an averaged surface elevation);

THENCE S. 77°38'10"W. 620.00 feet to a 1" galvanized iron pipe found for the Southwest corner of said Aycock tract, and for the Southwest corner of this tract;

THENCE N. 12°35'20"W., along the West line of said Aycock tract, 610.00 feet to a 1" iron pipe found for the Southwest corner of that certain 30.0 feet wide road dedication, as recorded in Volume 176, Page 493, Deed Records of Dawson County, Texas, and for the Northwest corner of this tract;

THENCE N. 77°38'10"E. 619.70 feet to a 1" iron pipe found for the Southeast corner of said 30.0 feet wide road dedication, and for the Northeast corner of this tract;

THENCE S. 12°36'50"E., along the East line of said Aycock tract, 610.00 feet to the PLACE OF BEGINNING.

GENERAL NOTES:

1. This property may be encumbered with any rights-of-way and easements not indicated hereon.
2. All bearings compared to the Texas Coordinate System of 1983, North Central Zone. All distances are true at an averaged surface elevation.
3. Call 1-800-DIG-TESS before excavating, digging, or placing any structures hereon.

☐ = OWNER COPY

☐ = LENDER COPY

☒ = ATTORNEY COPY

☐ = FAX COPY

© copyright 2016 J.N. Newton & Associates, Inc.

To: Lyndell and Sharron Brooks

I hereby certify that this plat correctly shows the results of an actual survey made upon the ground.

This the 19th day of December, 2016.

Plat showing boundary survey of an 8.68 acre tract of land out of the South One-half (S/2) of Section Seventy-two (72), Block Thirty-five (35), T-6-N, Certificate No. 60, Abstract No. 395, Georgetown Ry. Co. Survey, Dawson County, Texas.

J. N. NEWTON & ASSOCIATES, INC.

TBPLS FIRM # 10052000

Land Surveying and Mapping

215 SW 2nd Street

Seminole, Texas 79360

800-284-2607 or 432-758-2015 FAX 432-758-9090

Date of Survey: July 27, 2016

Drawn By: N.O.G.

Job No. 19777

J.N. NEWTON, PROFESSIONAL LAND SURVEYOR NO. 1690
JOHN KLASSEN, PROFESSIONAL LAND SURVEYOR NO. 6605

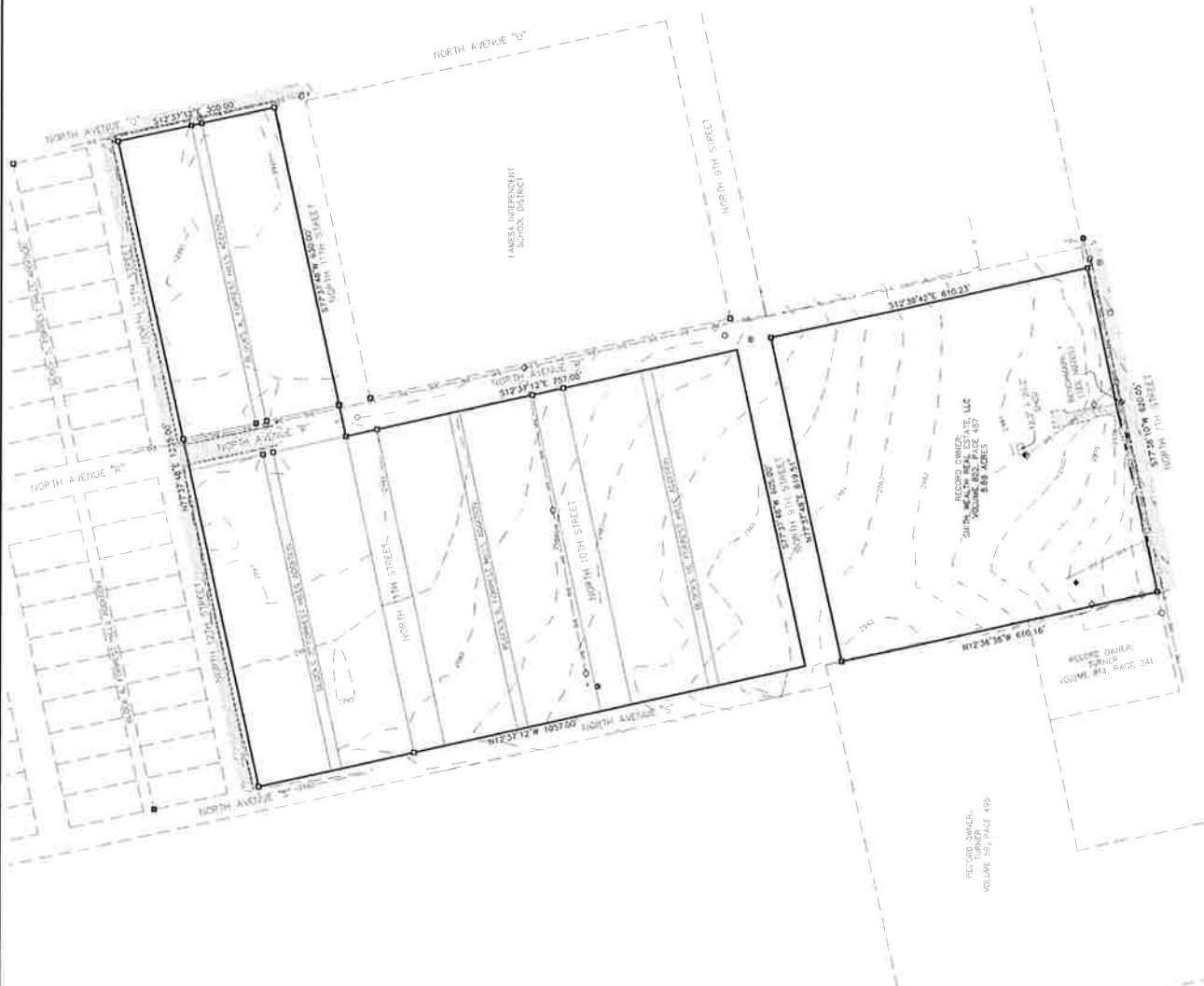
NOTE: If this plat does not bear the original signature in light blue and embossed seal this plat is an unauthorized copy and is in violation of the copyright.

ON BLOCKS 7, 8, 9 AND 10, FORREST HILLS ADDITION TO THE TOWN OF LAMESA,
DAWSON COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 2, PAGE 35, PLAT
RECORDS, DAWSON COUNTY, TEXAS, AND ON A 8.68 ACRE TRACT OF LAND IN THE
SOUTH HALF OF SECTION 72, BLOCK 35, T-6-N, ABSTRACT NO. 395, GEORGETOWN RY.
CO. SURVEY, DAWSON COUNTY, TEXAS

12. The following information was obtained from the records of the Department of Health and Human Services, Office of the Assistant Secretary for Health Policy and Statistics, regarding the number of deaths from heart disease in the United States, by age group, in 1990:



HUMPHREYS
NON COLLAPSIBLE
SCALE: 1" = 100'



City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 10

SUBJECT: FISCAL YEAR OCTOBER 2020-2021 BUDGET - ADOPTION
PROCEEDING: Ordinance; Second reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: State Law; Local Government Code, Chapter 102, Section 102.007

SUMMARY STATEMENT

Consider passing an ordinance on Second reading with record vote in accordance with State Law (Local Government Code, Chapter 102, Section 102.007) providing funds for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, by approving the budget for said period and appropriating and setting aside the necessary funds out of the General Fund, Water/Wastewater, Solid Waste funds for the maintenance and operation of the various departments and for various activities and improvements to the City.

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$ -2,153, WHICH IS A -0.09% PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

COUNCIL ACTION

DISCUSSION: _____

Motion by Council Member _____ to adopt on second reading the Proposed 2020-2021 Annual Budget, including the following statement (to be read aloud):

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$ -2,153, WHICH IS A -0.09% PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
LUCIANO REYES	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY G. GONZALES	_____	_____	_____
Doug Morris	_____	_____	_____

CITY MANAGER'S MEMORANDUM

Recommend approval.

ORDINANCE NO:

AN ORDINANCE ADOPTING AND APPROVING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT, AND ACCOUNT; APPROVING REVISED BUDGET FIGURES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AND PROVIDING A SAVINGS CLAUSE.

On the this 25th day of August, 2020, there came on and was held at the regular called meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following ordinance was formally submitted by motion and duly seconded for the consideration and action of the meeting, to wit:

WHEREAS, a budget for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, has been prepared by the City Manager; and

WHEREAS, the City Manager, on August 04, 2020, filed a proposed budget with the City Secretary for the Fiscal Year beginning October 1, 2020; and

WHEREAS, the City Secretary did post notice that said proposed budget had been filed and was available for public inspection; and

WHEREAS, the City Council voted on August 20, 2020 on the proposed ad valorem tax rate of \$0.823236 and did hold one public hearing on September 1, 2020.

WHEREAS, On August 25th, 2020, the City Council held a public hearing and adopted the 2020-2021 Budget Ordinance on 1st reading for the upcoming Fiscal Year. On September 1, 2020, City Council will consider passing the Budget Ordinance on 2nd and final reading. It is determined the proposed budget for Fiscal Year 2020-2021 to be appropriate and correct in all respects and that all requirements of the law have been satisfied; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lamesa:

SECTION 1. Subject to the applicable provisions of the State Law and the City Charter, the budget for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, as filed and submitted by the City Manager, and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources provided by the city, and the projects, operations, activities and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted.

SECTION 2. (A) There is hereby appropriated from the funds indicated and for such purposes and other expenditures proposed in such budget, not to exceed for all such purposes for any department, the total amount of the estimated costs of the projects, operations, activities, purchases and other expenditures proposed for such department; and

(B) The City Manager is hereby authorized to approve the transfer of allocated amounts between classifications, departments, and unappropriated surpluses if such transfers do not significantly change the work program contemplated in the approved budget.

SECTION 3. THE BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,153 WHICH IS A 0.09 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

SECTION 4. The amounts set out under the headings "Revised or Estimated 2020-2021" shall be, and are hereby, authorized and approved as revised budget amounts for the Fiscal Year ending on September 30, 2020.

SECTION 5. The Investment Plan for the City has been reviewed and is approved for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021.

SECTION 6. That should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

SECTION 7. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer in force or effect.

SECTION 8. This ordinance shall become effective upon adoption of its second and final reading by the City Council of the City of Lamesa, Texas and the effective date of the ordinance and all rates and appropriations contained herein shall be October 1, 2020.

Upon being put to a vote, the foregoing ordinance was Passed, on Second Reading on the 1st day of September, 2020, by a majority vote.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM:11

SUBJECT: RATIFY THE PROPERTY TAX DECREASE REFLECTED IN THE FISCAL YEAR 2020-2021 BUDGET
PROCEEDING: Action
SUBMITTED BY: City Staff
AUTHORITY: State Law; Local Government Code Section 102.007 (c)

SUMMARY STATEMENT

Consider ratifying the property tax decrease reflected in the Fiscal Year 2020-2021 budget that raises less property taxes than the Fiscal Year 2019-2020 budget. *(City Manager)*

COUNCIL ACTION

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,153, WHICH IS A -0.09 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

DISCUSSION _____

Motion by Council Member _____ to ratify the property tax decrease reflected in the Fiscal Year 2020-2021 budget that raises less property tax rate than the Fiscal Year 2019-2020 budget. This year's proposed tax rate of \$0.823236 does not exceed the effective tax rate. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
LUCIANO REYES	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
Douglas Morris	_____	_____	_____

CITY MANAGER'S MEMORANDUM

Recommend approval.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 12

SUBJECT: PUBLIC HEARING - AD VALOREM TAX RATE – FY 2020/2021
PROCEEDING: Public Hearing
SUBMITTED BY: City Staff
EXHIBITS:
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05 and 31.05

SUMMARY STATEMENT

1ST Public Hearing on a proposed property tax rate of \$.823236 for 2020. (City Manager)

***THIS YEAR'S LEVY TO FUND MAINTENANCE AND
OPERATIONS EXPENDITURES DOES NOT EXCEED LAST
YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY***

1st PUBLIC HEARING

Following the report from the City Manager, the Mayor will ask if anyone wishes to speak regarding the Proposed Property Tax Rate for 2020.

The following persons spoke:

Following the public comments the Mayor will close the public hearing.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM:13

SUBJECT: AD VALOREM TAX RATE – 2020 (DEBT SERVICE TAX RATE):
PROCEEDING: Ordinance; First Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05 and 31.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue required to pay Debt Service at a rate of **\$0.0000** per hundred dollar assessed valuation for Fiscal Year beginning October 1, 2020 and ending September 30, 2021. (City Manager)

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ must be stated as; **THIS YEAR'S PROPOSED TAX RATE DOES NOT EXCEED THE NO / NEW REVENUE RATE**

Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
LUCIANO REYES	_____	_____	_____
DORE RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
Douglas Morris	_____	_____	_____

CITY MANAGER'S MEMORANDUM

Recommend approval on 1st reading to set the Debt Service tax rate at \$0.0000 on the hundred dollars cash value.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 14

SUBJECT: AD VALOREM TAX RATE – 2020 (MAINTENANCE AND OPERATION TAX RATE)
PROCEEDING: Ordinance; First Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on first reading an ordinance establishing the ad valorem tax rate which will raise the amount of revenue needed to fund Maintenance and Operation expenditures at a rate of **\$0.823236** for fiscal Year beginning October 1, 2020, and ending September 30, 2021. (*City Manager*)

THIS YEAR'S LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ must be stated as; **YEAR'S PROPOSED TAX RATE DOES NOT EXCEED THE NO / NEW REVENUE RATE**

Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
LUCIANO REYES	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
Douglas Morris	_____	_____	_____

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 15

SUBJECT: AD VALOREM TAX RATE – 2020
PROCEEDING: Ordinance; First Reading
SUBMITTED BY: City Staff
EXHIBITS: Ordinance
AUTHORITY: City Charter – Article V, Taxes and Taxation
State Law; Property Tax Code, Sec.26.05

SUMMARY STATEMENT

Consider establishing an ad valorem tax rate for Fiscal Year 2020-2021 by passing on first reading an ordinance establishing the ad valorem tax rate of **\$0.823236** per hundred dollar assessed valuation for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, and adopting the provisions of Section 31.05 of the State Property Tax Code to provide for discounts under certain conditions. (City Manager)

THIS YEAR'S LEVY TO FUND MAINTENANCE AND OPERATIONS EXPENDITURES DOES NOT EXCEED LAST YEAR'S MAINTENANCE AND OPERATIONS TAX LEVY

THIS BUDGET WILL RAISE LESS REVENUE FROM PROPERTY TAXES THAN LAST YEAR'S BUDGET BY AN AMOUNT OF \$-2,153, WHICH IS A - 0.09 PERCENT DECREASE FROM LAST YEAR'S BUDGET. THE PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS \$75.

COUNCIL ACTION

Discussion _____

Motion by Council Member _____ must be stated **YEAR'S PROPOSED TAX RATE DOES NOT EXCEED THE NO / NEW REVENUE RATE**

Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

RECORD VOTE REQUIRED: VOTE BY SHOW OF HANDS

VOTING	"AYE"	"NAY"	"ABSTAIN"
Josh Stevens	_____	_____	_____
Brant Stewart	_____	_____	_____
Marie A. Briseno	_____	_____	_____
Rick Moreno	_____	_____	_____
DORE EVAN RODRIQUEZ	_____	_____	_____
BOBBY GONZALES	_____	_____	_____
Douglas Morris	_____	_____	_____

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 16

SUBJECT: RESOLUTION APPROVING THE EXECUTION OF A FIRE SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS FOR THE FIRE PROTECTION SERVICES TO RESIDENTS OF THE UNINCORPORATED AREAS OF DAWSON COUNTY

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve the execution of a Fire Service Agreement with Dawson County, Texas, for the Fire Protection Services to residents of the unincorporated areas of Dawson County for a period specified and authorizing the Mayor of the City of Lamesa to execute such Fire Service Agreement on behalf of the city.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to. approve a Resolution for the execution of a Fire Service Agreement with Dawson County, Texas, for the Fire Protection Services to residents of the unincorporated areas of Dawson County for a period specified and authorizing the Mayor of the City of Lamesa to execute such Fire Service Agreement on behalf of the city. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A FIRE SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS, FOR THE FIRE PROTECTION SERVICES TO RESIDENTS OF THE UNINCORPORATED AREAS OF DAWSON COUNTY FOR A PERIOD SPECIFIED AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE SUCH FIRE SERVICE AGREEMENT ON BEHALF OF THE CITY.

On the 1st day of September, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to enter into an agreement with Dawson County, Texas, to provide for fire protection services pursuant to the Interlocal Cooperation Act of the State of Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:

That the City of Lamesa, Texas, enter into that FIRE SERVICE AGREEMENT with Dawson County, Texas, a copy of which is attached to this resolution; and

That the Mayor of the City of Lamesa be, and he is hereby, authorized to execute such FIRE SERVICES AGREEMENT on behalf of the City of Lamesa, and such FIRE SERVICES AGREEMENT, when executed by the Mayor of the City, shall be, in all respects, valid and binding upon the City of Lamesa in accordance with all of the provisions of such agreement.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 1st day of November, 2020 by a majority vote.

PASSED AND APPROVED the 1st day of September, 2020.

ATTEST

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

THE STATE OF TEXAS }{

FIRE SERVICE CONTRACT

COUNTY OF DAWSON }{

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS EVIDENCE IN WRITING of a contract this day entered into by and between the CITY OF LAMESA, a municipal corporation organized and existing under and by virtue of the laws of the State of Texas, hereinafter called "City" and the COUNTY OF DAWSON, a political subdivision of the State of Texas, hereinafter called "County,"

WITNESSETH:

The City and County, acting herein and through their respective governing bodies, agree as follows:

1.

It is the intent of the parties hereto to comply with the Acts of 1971, 62nd Texas Legislature, P. 1971, Ch 513, the Interlocal Cooperation Act, further defined as Art. 4413 [32c], Vernon's Texas Civil Statutes and Section 352.001 of the Local Government Code which provides that the City and County may contract with other local governments to provide services for the public health and welfare, which services include fire protection services.

2.

As used in this contract

- (1) "Fire Department" shall be the paid fire department of the City of Lamesa, Texas.
- (2) "Lamesa Volunteer Fire Department" shall be the chartered volunteer fire department acting as agents of the City of Lamesa, Texas.
- (3) "Firefighting equipment and personnel" shall include such firefighting equipment owned and maintained by the City, its paid firefighters, and the members of the Lamesa Volunteer Fire Department.
- (4) "County fire call" shall mean any response to a request for fire services to which the City dispatches any equipment or personnel to a place outside the city limits of the City and within any unincorporated area of the County under the terms and conditions of the contract.
- (5) Any response that involves fire or rescue of individuals in an emergency situation.
- (6) "Adequate training" shall mean such training obtained by paid firefighters of the Lamesa Fire Department to meet the certification standards required by the State of Texas for firefighting personnel; and that by obtaining and maintaining said certification any paid firefighter shall be deemed as having "adequate training" under the terms of this contract. This term shall also apply to members of the Lamesa Volunteer Fire Department.

3.

The City owns certain firefighting equipment and employs certain firefighting personnel used to combat fires and perform rescues of entrapped victims, which it agrees to make available, dispatch and respond to fire and rescue emergencies occurring in those unincorporated portions of Dawson County, Texas not within the City Limits of the City of Lamesa, Texas (sometimes referred to herein as county calls) on the terms and conditions hereinafter set out.

4.

The term of this agreement will be for one year, commencing October 1, 2020, and terminating at midnight on September 30, 2021; provided however, that agreement can be automatically renewed for successive one year terms and for no more than two (2) additional terms unless and until either party terminates the agreement by giving thirty days written notice to the other party hereto.

5.

The County shall pay the City as consideration for this contractual sum equal to twenty-five percent (25%) of the actual amount expended for the operation of the Fire Department of the City of Lamesa for the current year, including all expenditures for personnel services, supplies, building and equipment maintenance, sundry, and miscellaneous services and capital purchases necessary for the operation of the department, including the Lamesa Volunteer Fire Department. Said sum shall be paid at the end of the fiscal year after the County receives a detailed list and copies of all invoices for year. The list and invoices will be verified by the Fire Chief and submitted to the Commissioners Court for approval.

6.

In addition to the above consideration, the County agrees to pay to the Lamesa Volunteer Fire Department for each county fire call to which volunteers respond a sum of money to be calculated by the following formula:

"Total mileage to the fire from the City's Fire Station on South Dallas Avenue in Lamesa, times total number of volunteer vehicles responding to the call, times the mileage fee paid by the County to its employees, times two. The consideration to be paid to the Lamesa Fire Department (mileage) shall be paid by Dawson County to the Lamesa Volunteer Fire Department volunteers quarterly.

6a .

In addition to the above consideration, the County may at the request of the City, City Manager, Fire Chief or Mayor, financially assist with any major equipment needs of the Fire Department. The specifications for said equipment shall be approved by the Fire Chief, Chief of the Volunteer Fire Department and the City Manager of the City. The City shall maintain all pieces of equipment owned and operated by the City of Lamesa.

7.

It is further provided that in addition to the above consideration, the County agrees to reimburse the City for any additional expenses required to provide effective fire and emergency response services to the County. Said expenses shall include any costs incurred by the City to effectively meet any Federal or State mandates or requirements related to providing fire services to sites in the County containing hazardous chemicals or substance as detailed in the SARA Title III regulations. Said consideration shall be paid to the City by County simultaneously with an in addition to the next quarterly payment following the incurring of said expense by the City.

8.

It is specifically provided, in accordance with Section 352.004 of the Local Government Code, that the acts of any person or persons while fighting fires, traveling to and from fires or in any manner furnishing fire protection the citizens of the County outside the City Limits of the City shall be considered as the acts of agents of the County in all respects, notwithstanding such person or persons may be regular employees or firemen or volunteer firemen of the City. It is further provided that the County agrees to maintain insurance that will cover such persons to the maximum liability limits under the so-called Texas Tort Claims Act as it now exists and as it may be amended from time to time. It is also further provided that should any person assert a claim, cause of action, or file any suit for damages to their person or property as the result of the acts or omissions of the City or its employees when performing their duties pursuant to this contract, then in such event, the County does hereby agree, at its own expense, to defend all such claims, causes of actions, or suits of any nature whatsoever, and to indemnify and hold the City harmless from any loss or expense as the result of any such claim or suit, for any loss due to negligence on the part of the City in failing to provide adequate training for the proper fulfillment of the firefighting task and not otherwise covered by the provisions of Section 352.004 of the Local Government Code.

9.

It is expressly understood and agreed by and between the parties hereto that the placement of the City's firefighting equipment and personnel and the

manner of fighting fires shall at all times be under the discretion and direction of the City Fire Chief or the Chief of the Volunteer Fire Services. It is specifically agreed that the firefighting equipment and personnel of the City shall give priority to calls within the city limits of the City of Lamesa, if at any time it is determined by the supervising officer of the City Fire Department, that an emergency condition exists within the city limits of the City, then any and all calls originating outside the city limits may be redirected by the acting command of the Fire Department. Provided, however, that the City is obliged to exercise good faith in providing fire protection services outside the city limits but within the County at all times. In connection with the determination of an emergency under this paragraph, the decision of the acting commander shall be final and shall not be subject to review by the governing bodies of the City or County. The equipment and personnel utilized by the City in performing its firefighting obligations under the terms and conditions set out herein shall be stationed and maintained within the city limits of the City and at such places as may be designated by the City. It is further provided that the City is not obligated to maintain any stand by fire protection facilities at places within Dawson County other than specified herein.

10.

County shall have the right, at any time, to examine the books and records of the City to verify the amounts expended and/or budgeted for operation of the Fire Department of the City. Any amounts owed by County to City for compensation owed hereunder, or any amounts owed by City to County for overpayment of compensation paid hereunder, shall be paid within 60 days of the termination of this agreement.

11.

This contract does not confer any ownership rights to the County in the City's firefighting equipment and shall in no way entitle the County to a voice in the manner of financing, equipping, maintaining or operating the City's Fire Department.

12.

This contract contains the entire agreement. There are no other agreements, oral or written, and the terms of this contract can be amended only by written agreement signed and ratified by both parties.

EXECUTED this the 1st day of September, 2020.

ATTEST:

Betty Conde
City Secretary

THE CITY OF LAMESA

By: _____
Josh Stevens
Mayor

ATTEST:

Clare Christy
County Clerk

DAWSON COUNTY, TEXAS

By: _____
Foy O'Brien
County Judge

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 17

**SUBJECT: RESOLUTION APPROVING THE EXECUTION OF A SOLID
WASTE LANDFILL ACCESS AGREEMENT WITH DAWSON
COUNTY**

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve the execution of a Solid Waste Landfill Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such solid waste landfill access agreement on behalf of the city.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to. approve a Resolution for the execution of a Solid Waste Landfill Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such solid waste landfill access agreement on behalf of the city. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A SOLID WASTE LANDFILL ACCESS AGREEMENT WITH DAWSON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE SUCH SOLID WASTE LANDFILL ACCESS AGREEMENT ON BEHALF OF THE CITY.

On the 1st day of September, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to enter into an agreement with Dawson County, Texas, to furnish SOLID WASTE LANDFILL ACCESS to the residents of the unincorporated areas of Dawson County pursuant to the Interlocal Cooperation Act of the State of Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:

That the City of Lamesa, Texas, enter into that SOLID WASTE LANDFILL ACCESS AGREEMENT with Dawson County, Texas, a copy of which is attached to this resolution; and

That the Mayor of the City of Lamesa be, and he is hereby, authorized to execute such SOLID WASTE LANDFILL ACCESS AGREEMENT on behalf of the City of Lamesa, and such SOLID WASTE LANDFILL ACCESS AGREEMENT, when executed by the Mayor of the City, shall be, in all respects, valid and binding upon the City of Lamesa in accordance with all of the provisions of such agreement.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 1st day of September, 2020, by a majority vote.

PASSED AND APPROVED the 1st day of September, 2020.

ATTESTED:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

THE STATE OF TEXAS
COUNTY OF DAWSON

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SOLID WASTE LANDFILL
ACCESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS EVIDENCE IN WRITING of a contract this day entered into by and between the CITY OF LAMESA, a municipal corporation organized and existing under and by virtue of the laws of the State of Texas, hereinafter called City and the COUNTY OF DAWSON, a political subdivision of the State of Texas, hereinafter called County;

WITNESSETH:

The City and County, acting herein and through their respective governing bodies, agree as follows:

1.

It is the intent of the parties hereto to comply with the Interlocal Cooperation Act and Section 791 of the Government Code of the State of Texas, which provides that a local government may contract with other local governments to provide governmental functions and services, and such services, include waste disposal.

2.

As used in this contract:

(a) "Sanitation department" shall be the sanitation department of the City of Lamesa, Texas.

(b) "Solid waste landfill" shall be the state permitted Class I sanitary landfill owned and operated by the City of Lamesa, Texas.

(c) "County solid wastes" shall mean any solid wastes originating from a place outside the city limits of the City and within any unincorporated area of Dawson County, Texas under the terms and conditions of this contract.

(d) "Solid waste management ordinance" shall mean Chapter 71 of the Code of Ordinances of the City of Lamesa regulating the management of solid wastes within the city, including the disposal of wastes at the solid waste landfill.

(e) "Prohibited waste" shall mean material named by the Texas Commission on Environmental Quality, Texas Department of Health, the Federal Environmental Protection Agency or any other Federal, State, or local agency having jurisdiction which is prohibited to be placed in a permitted sanitary landfill as operated by the City.

(f) "Solid waste" shall mean any garbage, rubbish, refuse, sludge from a wastewater treatment plant, and any other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial,

mining, and agricultural operations, and from community and institutional activities, but does not include:

- (1) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued pursuant to Chapter 26 of the Water Code;
- (2) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements;
- (3) waste materials, which result from activities associated with the exploration, development, or production of oil or gas and are subject to control by the Railroad Commission of Texas.

(g) "Special wastes" shall mean any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics or biological properties require special handling and disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes include, but are not limited to:

- (1) hazardous wastes from small generators that may be exempt from full controls under State solid waste regulations;
- (2) Class I industrial nonhazardous waste not routinely collected with municipal solid waste;
- (3) infectious and pathological wastes from health care facilities, veterinary hospitals, or laboratories;
- (4) municipal wastewater treatment plant sludges that have not been treated by one of the processes prescribed in federal regulations under 40 CFR Part 257, Appendix II;
- (5) septic tank pumpings;
- (6) grease trap wastes;
- (7) wastes from commercial or industrial wastewater treatment plants (except domestic sewage); air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has not been listed as a commercial product in 40 CFR {261.33(e) or (f);
- (8) slaughterhouse wastes;
- (9) dead animals;
- (10) drugs, contaminated foods, or drink products, other than those contained in normal household wastes;

(11) intact and unrinsed pesticide (insecticide, herbicide, fungicide, or rodenticide) containers; and

(12) discarded materials containing asbestos.

(h) "Private hauler" shall mean a person or business, other than the City of Lamesa, that engages in the collection and transportation of solid wastes within or without Dawson County.

(i) "Industrial wastes" shall mean all wastes so designated by Section 325.5 of the Municipal Solid Waste Regulations as adopted by the Texas Commission on Environmental Quality.

U) "Interlocal Cooperation Act" shall mean the Interlocal Cooperation Act, Section 791 of the Local Government Code of the State of Texas.

(k) "County resident" or "resident," shall mean any person residing in the unincorporated portions of Dawson County, Texas.

3.

The City owns a Class I Sanitary Landfill permitted by the Texas Commission on Environmental Quality, such being a governmental function for which the City is legally authorized to perform. The City agrees to make available to residents of the unincorporated portions of Dawson County, Texas not within the City Limits of the City, access to said landfill for the disposal of county solid wastes on the terms and conditions hereinafter set out. This agreement is authorized under the provisions of Section 71.058(f) of the Code of Ordinance of the City of Lamesa.

4.

The term of this agreement will be for one year, commencing October 1, 2020, and terminating at midnight on September, 31, 2021; provided however, this agreement will be automatically renewed for successive one year terms and for no more than two (2) additional terms unless and until either party terminates the agreement by giving thirty days written notice to the other party hereto.

5.

The County agrees to, in accordance with the provisions of the Interlocal Cooperation Act, pay to the City out of current revenues available to the County, the yearly total sum of \$70,340.00, with such sum being payable in arrears at the rate of \$17,585.00 per quarter. The first \$17,585.00 payment is due and payable on January 1, 2021, and a like payment shall be due and payable on the first day of each succeeding quarter thereafter during the term of this agreement.

6.

In addition to the above consideration, the County agree to reimburse the City for any additional expenses required to provide solid waste landfill services to the County. Said expenses shall include any costs incurred by the City to remediate any condition brought about as a consequence of the City providing such services to the County.

7.

It is further provided that should any person assert a claim, cause of action, or file any suit for damage to their person or property, caused by reason of the disposal of county waste in the City's sanitary landfill, then in such event, the County does hereby agree, at its own expense, to defend all such claims, causes of actions, or suits arising from such disposal of county waste, with counsel acceptable to the City, and if judgment be taken against the City as the result of such claims or suit, then the County does hereby agree to indemnify and hold the City harmless from all cost and expense in connection therewith.

8.

It is expressly understood and agreed by and between the parties hereto that the operation of the City's solid waste landfill, its equipment and personnel, the manner of operation and the volume, composition and character of the county solid wastes to be accepted at said landfill shall at all times be under the discretion and direction of the City. It is specifically agreed that if at any time it is determined by the city manager, director of public works or any designated employee of the Sanitation Department, that the acceptance of any county solid waste is detrimental to the interests of the city, then the disposal of said solid wastes may be refused. It is further provided that the City is not obligated to accept county solid wastes other than specified herein.

9.

It is provided that in respect to access to the solid waste landfill:

(a) County residents, subject to the terms of this agreement, may have the same rights of access to the landfill as city residents paying the monthly residential sanitation service fee. Such County residents may dispose of approved residential wastes at the landfill, at the rate of 2,000 pounds per month according to the City Code of Ordinances 71.058, at no charge, provided that they exhibit proof of residence in said county upon entering the landfill.

(b) That if the rules or access limits applicable to city residents changes or is further restricted in any way during the term of this agreement, then the same rules or access limits apply in all respects to county residents as well.

(c) As per City of Lamesa Code of Ordinances Chapter 71.031(i) "It shall be unlawful for any person to deposit or dispose of any solid wastes in a collection container if that person is not a current paying customer of the City's sanitation service." Therefore, any County resident who utilizes City collection containers other than those provided at

the City of Lamesa landfill, will be issued a citation and fined the appropriate amount set by the City Municipal Court.

10.

It is provided that the following restrictions on the disposal of county solid wastes shall apply in all respects to the terms of this agreement:

(a) The disposal of any and all county solid wastes in the solid waste landfill shall be at the discretion of the city and the city shall not be responsible for the acceptance of any wastes into said landfill for any reason whatsoever if the acceptance is not deemed to be in the city's interest by the city manager, director of public works or any designated employee of the Sanitation Department; and if it is determined that said acceptance will cause problems in maintaining full and continuous compliance with city ordinances and any applicable federal or state statutes or regulations.

(b) All county solid wastes requiring special handling by federal, state, or local regulation, if accepted, shall be charged for on a basis of actual costs incurred by special handling. Said costs shall include all administrative, labor, equipment, engineering, and property costs associated with accepting said wastes.

(c) No petroleum product contaminated soils or associated materials shall be accepted under the provisions of this agreement which originate outside the city limits of the City of Lamesa except that such soils may be accepted under a separate agreement with the city manager at rates to be set by the city manager.

(d) No waste which may be designated as a prohibited waste by the Texas Commission on Environmental Quality, the Federal Environmental Protection Agency or any other Federal, State, or local agency having jurisdiction to declare certain materials as hazardous or injurious to man or the environment shall be accepted.

(e) No wastes which may be designated as special wastes by the Texas Commission on Environmental Quality and not allowed elsewhere herein shall be accepted.

(f) No industrial solid wastes originating outside of the city limits of the City of Lamesa shall be accepted; except by a special written contract approved by the city manager and accompanied by a fifty thousand dollar (\$50,000.00) bond to ensure environmental compliance for the permitted and post closure life of the landfill for any Class I or II wastes accepted. Industrial solid wastes originating within the County may be accepted only under the following conditions:

- (1) Class I industrial solid wastes are prohibited, except with prior written approval of the Texas Department of Health and/or Texas Resources Conservation Commission and a written contract approved by the city manager; provided the acceptance of such waste does not interfere with site operation and is accompanied by said bond to ensure environmental compliance for the permitted and post closure life of the landfill for any Class I wastes accepted.

- (2) Class II industrial solid wastes, except special wastes, may be accepted only with the expressed approval of the city manager; provided the acceptance of such waste does not interfere with site operation and is accompanied by said bond to ensure environmental compliance for the permitted and post closure life of the landfill for any Class II wastes accepted.
- (3) Class III industrial solid waste may be accepted only with the expressed approval of the director of public works, provided the acceptance of such waste does not interfere with the operation of the landfill.

(g) The following agricultural wastes shall not be accepted at or disposed of in the sanitary landfill:

- (1) chemically delinted cotton seed; and
- (2) pesticide (insecticide, herbicide, fungicide, or rodenticide) containers that have not been triple rinsed and punctured in accordance with state regulations; and
- (3) cotton burrs; and
- (4) any other agricultural chemical which may require special handling under state or federal laws or regulations.

11.

It is understood and agreed that should the City's sanitary landfill permit be jeopardized in any manner as a result of accepting county solid wastes, the City agrees to have the right to terminate this agreement upon immediate notice, either written or oral, to the County.

12.

This agreement does not confer any ownership rights to the County in the City's solid waste landfill or its equipment and shall in no way entitle the County to a voice in the manner of financing, equipping, maintaining or operating the City's solid waste landfill. It is further provided that the provisions of the Solid Waste Disposal Act and Section 361.01 of the Health and Safety Code of the State of Texas shall not apply to the terms of this agreement, to the provision of services by the City, or to the landfill facility owned and operated by said city.

13.

It is specifically understood that the terms of this agreement does not confer any responsibility or duties upon the city or any of its agents for the collection and transportation to said landfill of any county solid wastes as may be covered by this agreement or otherwise.

14.

It is specifically understood that this agreement does not provide for the disposal of county solid wastes by third party private haulers who may provide collection services within the jurisdiction of the county. Said disposal shall be covered by a separate contract between the City and said private hauler.

15.

It is further provided that:

(a) the acts of any person or persons disposing of county solid wastes shall be governed by the terms of Chapter 71 of the Code of Ordinances of the City or any subsequent solid waste management ordinance of the City; and

(b) that in accordance with the provisions of the Interlocal Cooperation Act, the City retains the authority to apply such rules, regulations, and ordinances to the provision of solid waste landfill services as may be covered in this agreement; and

(c) that the provisions of the Solid Waste Disposal Act, Chapter 361, Texas Health and Safety Code shall apply and the City of Lamesa shall exercise all authority granted under said statute in relation to county solid waste; and that when it appears that a violation of said statute, or any rule, regulation, permit, license, or other order of the Texas Department of Health granted in said statute occurs or is occurring within the jurisdiction or extraterritorial jurisdiction of the City of Lamesa; or is causing or will cause injury to or an adverse effect on the health, welfare or physical property of the city or its inhabitants; the terms of this agreement shall not in any way prohibit or restrict the City from causing a civil suit to be instituted in district court through its own attorney for the injunctive relief or civil penalties, or both, as authorized in said statute, against the person who committed, is committing, or is threatening to commit the violation.

16.

It is specifically understood that the County may not transfer or assign any interest in this agreement to a third party or contract with or allow any third party to use said solid waste landfill facilities as covered by the terms of this agreement.

17.

It is specifically understood that any dispute over technical or policy issues relating to the terms of this agreement, that may occur during the term of this agreement, shall be resolved by mutual consent of the city manager of the City and the county judge of the County. Any such resolution shall be committed to written form, distributed to the city council of the City and the commissioner's court of the County, and included as an attachment to this agreement. If an agreement cannot be reached, the issue shall be referred to the city council of the City for final resolution after notice is given to the commissioner's court of the County of a time and place for consideration of said matter.

18.

It is specifically understood that in the event that any section, subsection, sentence, clause or phrase of this agreement is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this agreement.

19.

It is specifically understood that the City may terminate this agreement in the event the City chooses to close its landfill.

20.

The provisions of this agreement are to be cumulative and all other contracts, agreements, or parts of contracts or agreements, whether written or oral, governing or regulating the same subject matter as that covered herein are hereby expressly repealed.

21.

Either party agree to have the right to terminate this agreement upon thirty (30) days written notices to the other party hereto.

22.

It is specifically understood that if the City for any cause, fails to dispose of solid waste as provided for in this agreement or fails to operate the facility as herein specified and is unable to resume performance at the end of thirty (30) consecutive days, the County, at its option and after sending written notice to the City, shall have no further liability for payment of the charges agreed to herein.

23.

This contract contains the entire agreement. There are no other agreements, oral or written, and the terms of this contract can be amended only by written agreement signed and ratified by both parties or as otherwise provided herein.

EXECUTED on this the 1st day of September, 2020.

ATTEST

THE CITY OF LAMESA

Betty Conde, City Secretary

By: _____
Josh Stevens, Mayor

ATTEST

DAWSON COUNTY

Clare Christy, County Clerk

By: _____
Foy O'Brien, County Judge

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 18

SUBJECT: RESOLUTION APPROVING THE EXECUTION OF A COMMUNICATIONS AND JAIL SERVICE AGREEMENT WITH DAWSON COUNTY

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS: Resolution

SUMMARY STATEMENT

City Council to approve the execution of a Communications and Jail Service Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such communications and jail service agreement on behalf of the city.

COUNCIL ACTION

DISCUSSION _____

Motion by Council Member _____ to approve a Resolution for the execution of a Communications and Jail Service Agreement with Dawson County, Texas, and authorizing the mayor of the City of Lamesa to execute such communications and jail service agreement on behalf of the city. Motion seconded by Council Member _____ and upon being put to a vote the motion _____.

VOTING: "AYE" _____ "NAY" _____ "ABSTAIN" _____

CITY MANAGER'S MEMORANDUM

Recommend approval.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS, APPROVING THE EXECUTION OF A COMMUNICATIONS AND JAIL SERVICE AGREEMENT WITH DAWSON COUNTY, TEXAS, AND AUTHORIZING THE MAYOR OF THE CITY OF LAMESA TO EXECUTE SUCH COMMUNICATIONS AND JAIL SERVICE AGREEMENT ON BEHALF OF THE CITY.

On the 1st day of September, 2020, there came on and was held at the regular meeting place, the City Hall, an open meeting of the City Council of the City of Lamesa, Texas, held pursuant to the provisions of the Texas Open Meetings Act, and there being a quorum present and acting throughout the meeting, the following resolution was formally submitted by motion and duly seconded for the consideration and action of the meeting, to-wit:

WHEREAS, the City Council of the City of Lamesa deems it in the best interest of the City of Lamesa to enter into an agreement with Dawson County, Texas, to provide for communications and jail services pursuant to the Interlocal Cooperation Act of the State of Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS:

That the City of Lamesa, Texas, enter into that COMMUNICATIONS AND JAIL SERVICE AGREEMENT with Dawson County, Texas, a copy of which is attached to this resolution; and

That the Mayor of the City of Lamesa be, and he is hereby, authorized to execute such COMMUNICATIONS AND JAIL SERVICE AGREEMENT on behalf of the City of Lamesa, and such COMMUNICATIONS AND JAIL SERVICE AGREEMENT, when executed by the Mayor of the City, shall be, in all respects, valid and binding upon the City of Lamesa in accordance with all of the provisions of such agreement.

Upon being put to a vote, the resolution was Passed, Approved, and Adopted the 1st day of September 2020, by a majority vote.

PASSED AND APPROVED the 1st day of September, 2020.

ATTEST:

APPROVED:

Betty Conde
City Secretary

Josh Stevens
Mayor

THE STATE OF TEXAS }
COUNTY OF DAWSON }

COMMUNICATIONS AND JAIL
SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS IS EVIDENCE IN WRITING of an agreement this day entered into by and between the CITY OF LAMESA, a municipal corporation organized and existing under and by virtue of the laws of the State of Texas, hereinafter called City and DAWSON COUNTY, a political subdivision of the State of Texas, hereinafter called County;

WITNESSETH:

WHEREAS, the County in cooperation with the City join together in this agreement to provide for the public safety of the residents of the City and County; and

WHEREAS, it is in the best interest of the public to avoid duplication of facilities, personnel, and equipment and generally improve coordination of law enforcement efforts in the community; and

WHEREAS, it is in the best interest of the public health and welfare of the people of the respective jurisdictions to have such services available in the community; and

WHEREAS, it is the intent of the parties hereto to comply with the provisions of the Interlocal Cooperation Act, further defined as Chapter 791 of the Local Government Code of the State of Texas which provides that the City and County may contract with other local governments to provide governmental functions and services, and such services include jail and communications services.

NOW THEREFORE, the City and County, acting herein through their respective governing bodies agree as follows:

1.

As used in this agreement:

- (a) "Police department" shall be the police department of the City of Lamesa, Texas.
- (b) "Chief of Police" shall be the chief of police of the City of Lamesa.
- (c) "Sheriff's office" shall be the sheriff's office of Dawson County, Texas.
- (d) "Sheriff" shall be the sheriff of Dawson County, Texas.
- (e) "Services" shall be jail services as provided by the County and communication services as provided by the City.
- (f) "Prisoner" shall mean any person that has been arrested or taken into custody by an officer or person executing a warrant of arrest, or a person

- (g) arrested without a warrant and shall include all prisoners legally required to be incarcerated in the County Jail as well as city prisoners as defined herein.
- (h) "City Prisoner" shall mean a person that has been arrested or taken into custody by an officer or person executing a warrant of arrest, or a person arrested without a warrant for a Class "C" misdemeanor offense within the jurisdiction of the municipal court and not otherwise required to be incarcerated in the County Jail.
- (i) "Interlocal cooperation act" shall mean the provisions of the Interlocal Cooperation Act, further defined as Chapter 791 of the Local Government Code of the State of Texas.

2.

The City agrees to furnish the following communications services to the Sheriff's Office

- (a) a public safety answering point that:
 - (1) is operated continuously; and
 - (2) is assigned the responsibility to receive 9-1-1 calls, and as appropriate, to dispatch emergency response services directly to or to transfer or relay emergency 9-1-1 calls to other public safety agencies; and
 - (3) is the first point of reception by a public safety agency of a 9-1-1 call for a person seeking law enforcement, fire, medical rescue and other emergency services available in the county.
- (b) police radio communications and dispatch services to the Dawson County Sheriff's Office, including access to inquiries to the Texas Law Enforcement Telecommunications Service (TLETS) computer database on a 24 hour a day basis.
- (c) One additional dispatcher to assist with powershift on weeknights and weekends (1 FTE to be added in FY 2019/2020).

3.

In consideration of such services, the Sheriff and County agree that henceforth Sheriff will:

- (a) house, support, maintain, and confine in the Dawson County jail all persons arrested by a city police officer and those charged by complaint with an offense within the jurisdiction of the municipal courts, and all

- (b) persons committed to jail by a municipal judge, all of said persons being hereinafter called city prisoners, and
- (c) provide the City with copies of prisoners records upon completion of book-in, to include a book-in card, property record form, medical exam form, Miranda rights form, and a mug-shot photograph; and
- (d) provide a space to the municipal judge, or any other magistrate acting upon behalf of the municipal judge, a place for arraignment proceedings and other formal hearings as maybe required; and to make prisoners available to said judge or magistrate at said place for such arraignment or hearings as may be required by law.

4.

In addition to all prisoners legally required to be incarcerated in the County Jail; it is mutually agreed that upon presentation by a city police officer of a city prisoner and either a signed complaint sworn to before competent authority or a commitment or warrant signed by a municipal court judge, Sheriff will book the city prisoner in the Dawson County Jail and be responsible for the care and custody of the city prisoner and his property.

Sheriff further agrees:

- (1) not release from custody a city prisoner who has been booked into the Dawson County Jail until said prisoner's discharge is lawfully ordered by the Judge of the Municipal Court or an appropriate magistrate; and
- (2) to accept such bail bonds as may be authorized by the Judge of the Municipal Court or an appropriate magistrate and to transmit said bonds to the proper authority in a timely manner.

5.

City agrees to furnish all necessary medical treatment and hospitalization for all city prisoners whether they become injured or sick before or after being booked into the Dawson County Jail except for any medical attention required because of any act or omission on part of County. As to the city prisoners that are actually lodged in the Dawson County Jail, sheriff agrees that he will notify the Chief of Police and the Municipal Court Judge regarding summoning necessary medical help and transport with consent said prisoners to a hospital when necessary, without undue delay.

6.

The term of this agreement shall be for one year, commencing October 1, 2020, and terminating at midnight on September 30, 2021; unless either party terminates the agreement by giving thirty days written notice to the other party hereto.

The funding notwithstanding any provisions contained herein, this contract is expressly contingent upon the availability of funding for each item and obligation

contained herein for the term of the agreement and any extension thereto. In the event that either no funds or insufficient funds are appropriated under this contract for the period covered by such budget or appropriation the contract shall terminate without penalty to either party.

7.

City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, from any claims for damages for which Sheriff or County may be held liable to a city prisoner because of the acts or omissions of any City employees. County agrees to save and hold City harmless from any claims for damages for which City may be held liable to any city prisoner because of the acts or omissions of any County employee.

8.

It is specifically understood that any dispute over technical or policy issues relating to the terms of this agreement that may occur during the term of this agreement, may be resolved by mutual consent of the city manager of the City and the Sheriff, County Judge, Mayor and Chief of Police. Any such resolution shall be committed to written form and distributed to the city council of the City and the commissioner's court of the County. If both the city and county governing bodies ratify said resolution, it shall be included as an attachment of this agreement.

9.

Notwithstanding any other provision herein regarding the term of this agreement, either party hereto shall have the right to terminate this agreement upon thirty days (30) written notice to the other party. In the event of such termination, neither party hereto shall have any further obligation hereunder.

10.

It is specifically understood that if either the County or City for any cause, fails to provide said services as provided for in this agreement and is unable to resume performance for a period of thirty days (30) consecutive days, the other party hereto, at its option and after sending written notice to the other party, may terminate this agreement and, shall have no further liability for payment of the charges or provisions of services agreed to herein.

11.

It is specifically understood that in the event that any section, subsection, sentence, clause or phrase of this agreement is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this agreement.

12.

The provisions of this agreement are to be cumulative and all other contracts, agreements, or parts of contracts or agreements, whether written or oral, governing or regulating the same subject matter as that covered herein are hereby expressly repealed.

13.

This agreement contains the entire agreement of the parties. There are no other agreements, oral or written, and the terms of this agreement can be amended only by written signed and ratified by both parties or as otherwise provided herein.

EXECUTED on this the 1st day of September 2020.

ATTEST:

THE CITY OF LAMESA, TEXAS

Sean Overeynder
City Manager

Josh Stevens
Mayor

ATTEST:

THE COUNTY OF DAWSON

Clare Christy
County Clerk

Foy O'Brien
County Judge

Matt Hogg
Sheriff

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 18

SUBJECT: CITY MANAGER REPORT

SUBMITTED BY: City Manager

SUMMARY STATEMENT

City Manager to report on current activities and answer questions from the City Council.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 19

SUBJECT: MAYOR'S REPORT

SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future goals and events.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 20

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **September 8th, 2020** at 5:30 P.M."

Upcoming Meetings

- **Sept. 8, 2020 City Council Meeting -**
 - 2nd Reading to Adopt Tax Ordinances (M&O, I&S, Combined Tax Rate) with record vote.
 - Authorize Warrants for FY 2019/2020
- **Sept. 15, 2020 (Tuesday) City Council Regularly scheduled meeting to be canceled**

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 19

SUBJECT: CITY MANAGER REPORT

SUBMITTED BY: City Manager

SUMMARY STATEMENT

City Manager to report on current activities and answer questions from the City Council.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 20

SUBJECT: MAYOR'S REPORT

SUBMITTED BY: Mayor

SUMMARY STATEMENT

Mayor to report on future goals and events.

COUNCIL ACTION

No City Council action required.

City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: SEPTEMBER 1, 2020

AGENDA ITEM: 21

ADJOURNMENT: Announcement by the Mayor - "The next regularly scheduled meeting of the City Council of the City of Lamesa will be **September 8th, 2020** at 5:30 P.M."

Upcoming Meetings

- **Sept. 8, 2020 City Council Meeting -**
 - 2nd Reading to Adopt Tax Ordinances (M&O, I&S, Combined Tax Rate) with record vote.
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